

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
509, Inc.		12/29/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Teton Outfitters, LLC		
<b>Street Address:</b>	2100 Highway 55		
<b>City:</b>	Medina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55340		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: IDAHO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4714601	509	
<b>Registration Number:</b>	3780445	509	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123325300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6123325300		
<b>Email:</b>	Istrom@merchantgould.com		
<b>Correspondent Name:</b>	Merchant & Gould P.C.		
<b>Address Line 1:</b>	PO Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	17287.12US01		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehard		
<b>SIGNATURE:</b>	/Andrew S. Ehard/		
<b>DATE SIGNED:</b>	01/28/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 29, 2015, by and between 509, Inc, a Washington corporation ("Seller") and Teton Outfitters, LLC, an Idaho limited liability company ("Buyer"), with respect to Buyer's purchase of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated December 29, 2015, by and between Seller and Buyer (the "Agreement"), and by which Seller and Buyer, for good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Intellectual Property. Seller does hereby sell, convey, transfer, assign and deliver to Buyer, and Buyer hereby acquires from Seller, free and clear of all liens and encumbrances, all right, title and interest of Seller in and to all Intellectual Property relating to the Business, including those items listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller if this sale, assignment, and transfer had not been made, including all causes of action and rights of recovery for past, present, or future infringement, dilution or misappropriation of such Intellectual Property. Seller will take all further actions, and provide to Buyer, Buyer's successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation), requested by Buyer to more fully and effectively effectuate the purposes of this Assignment.

2. Effective Date. This Assignment is effective as of the Closing.

3. Miscellaneous Provisions.

(a) Capitalized Terms. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

(b) Successors in Interest. This Assignment shall be binding upon the parties and their successors and assigns and shall inure to the benefit of the parties and their permitted successors and assigns. Upon the designation of a successor or assign of a party, then references to such party shall also be references to such successor or assign.

*[Signature Page Follows]*

DULY EXECUTED and delivered by the parties as of the date set forth above.

SELLER:

509, INC

By: Tom Deby  
Name: Tom Deby  
Title: President

BUYER:

TETON OUTFITTERS, LLC

By: \_\_\_\_\_  
Name:  
Title:

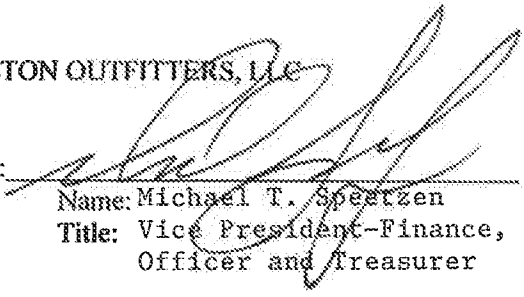
*[Signature Page to Trademark Assignment]*

DULY EXECUTED and delivered by the parties as of the date set forth above.

SELLER: 509, INC

By: \_\_\_\_\_  
Name:  
Title:

BUYER: TETON OUTFITTERS, LLC

By:   
Name: Michael T. Speerzen  
Title: Vice President-Finance, Chief Financial Officer and Treasurer

*[Signature Page to Trademark Assignment]*

**APPENDIX A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	509	85/890,960	Mar. 29, 2013	4,714,601	Apr. 7, 2015
U.S.	509 Logo	77/780,665	Jul. 14, 2009	3,780,445	Apr. 27, 2010
Canada	509	1695516	Sep. 25, 2014	N/A	N/A