OP \$165.00 3660803

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM374644

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity type on cover sheet from corporation to limited liability company previously recorded on Reel 005715 Frame 0277. Assignor(s) hereby confirms the assignment of entire interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ryan Powell Lacrosse, LLC		01/22/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Lacrosse Holdings, LLC	
Street Address:	119 Tiburon Boulevard	
City:	Mill Valley	
State/Country:	CALIFORNIA	
Postal Code:	94941	
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3660803	RHINO LACROSSE
Registration Number:	3660802	RHINO LACROSSE
Registration Number:	3910526	R
Registration Number:	3943302	R
Registration Number:	4256346	CHARGE ON
Registration Number:	4572764	CHARGE ON

CORRESPONDENCE DATA

Fax Number: 3154761134

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.

Phone: 315-766-2123

Email: mike@centolellalaw.com
Correspondent Name: Michael T. Stanczyk

Address Line 1:100 Madison Street, Suite 1905Address Line 4:Syracuse, NEW YORK 13202

NAME OF SUBMITTER:	Michael T. Stanczyk
SIGNATURE:	/Michael T. Stanczyk/

Total Attachments: 6
source=powell corrective assignment#page1.tif
source=powell corrective assignment#page2.tif
source=Intellectual Property Assignment - Ryan M Powell et al#page1.tif
source=Intellectual Property Assignment - Ryan M Powell et al#page2.tif
source=Intellectual Property Assignment - Ryan M Powell et al#page3.tif
source=Intellectual Property Assignment - Ryan M Powell et al#page4.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ryan Powell Lacrosse, LLC		01/22/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Lacrosse Holdings, LLC	
Street Address:	119 Tiburon Boulevard	
City:	Mill Valley	
State/Country:	<u> CALIFORNIA</u>	
Postal Code:	94941	
Entity Type:	CORPORATION: CONNECTICUT	Limited Gability Compa

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3660803	RHINO LACROSSE
Registration Number:	3660802	RHINO LACROSSE
Registration Number:	3910526	R
Registration Number:	3943302	R
Registration Number:	4256346	CHARGE ON
Registration Number:	4572764	CHARGE ON

CORRESPONDENCE DATA

Fax Number:

3154761134

Phone:

315-766-2123

Email:

mike@centolellalaw.com

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.

Correspondent Name:

Michael T. Stanczyk

Address Line 1: Address Line 4:

100 Madison Street, Suite 1905 Syracuse, NEW YORK 13202

NAME OF SUBMITTER:

Michael T. Stanczyk

file:///C:/Users/stephanie/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Intern

Signature:	/Michael T. Stanczyk/	
Date:	01/25/2016	
Total Attachments: 4 source=Intellectual Pro	perty Assignment - Ryan M Powell et al#page1.tif	
source=Intellectual Proj	perty Assignment - Ryan M Powell et al#page2.tif perty Assignment - Ryan M Powell et al#page3.tif perty Assignment - Ryan M Powell et al#page4.tif	
source=Intellectual Prop source=Intellectual Prop	perty Assignment - Ryan M Powell et al#page3.tif perty Assignment - Ryan M Powell et al#page4.tif	
source=Intellectual Proj	perty Assignment - Ryan M Powell et al#page3.tif perty Assignment - Ryan M Powell et al#page4.tif	
source=Intellectual Propsource=Intellectual Propsource	perty Assignment - Ryan M Powell et al#page3.tif perty Assignment - Ryan M Powell et al#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of January 22, 2015 (the "Effective Date"), is by and between Ryan M. Powell and Ryan Powell Lacrosse, LLC. (hereinafter referred to individually and collectively as "Assignor") and Lacrosse Holding, LLC, a Connecticut limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks (the "<u>Trademarks</u>"), copyrights (the "<u>Copyrights</u>"), and domain registrations (the "<u>Domain Names</u>") described on <u>Schedule A</u> attached hereto (collectively the Trademarks, Copyrights and Domain Names referred to herein as the "<u>Intellectual Property</u>"); and

WHEREAS, Assignor and certain other parties have entered into an Agreement (the "Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to assign all of his/its/their right, title and interest in and to the Intellectual Property to Assignce.

NOW, THEREFORE, in consideration of the transactions contemplated by the Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. Assignor hereby sells, transfers, conveys, and assigns unto Assignee all right, title, and interest in and to the Intellectual Property and any and all goodwill of the business associated with the Intellectual Property, including without limitation the rights to any registrations thereof, the rights to prosecute any applications therefor, the rights to have any registrations issue in the name of Assignee, the rights to apply for and obtain any renewal of any registrations thereof, the rights to any priorities based on the filing of the aforesaid applications, the rights to sue for past and future infringement thereof, the rights to all works based upon, derived from, or incorporating the Copyrights, and the rights to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property, and the rights in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Intellectual Property.
- 2. <u>Further Assurances</u>. Each party will, promptly upon the other party's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, Assignor agrees to, on the Effective Date or, if not possible to do so on the Effective Date, as soon thereafter as possible, but in no event more than ten (10) days after the Effective Date, execute, acknowledge and deliver all appropriate domain name transfer documents, including without limitation the registrant name change agreement, with respect to the Domain Names and all documents necessary to change the administrative contact and the technical contact for the Domain Names and any additional information required by the registrar for the Domain Names as may be required to evidence or effectuate the conveyance and assignment of the Domain Names to Assignee.

3. <u>Representations, Warranties and Covenants</u>. This Assignment is subject to the terms and conditions of the Agreement, including the applicable representations, warranties, covenants, indemnities and other agreements and obligations relating to the Intellectual Property contained in the Agreement, which provisions are incorporated herein by reference, and constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment.

₹

Individually

- 4. <u>Binding Provisions</u>. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
- 5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
RYAN POWELL LACROSSE, LLC	LACROSSE HOLDING, LLC
By: Name: Ryan M. Powell Title: Manager/Sole Member	By: Name: Title:
22424	

- 3. Representations, Warranties and Covenants. This Assignment is subject to the terms and conditions of the Agreement, including the applicable representations, warranties, covenants, indemnities and other agreements and obligations relating to the Intellectual Property contained in the Agreement, which provisions are incorporated herein by reference, and constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment.
- 4. <u>Binding Provisions</u>. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
- 5. <u>Governing Law.</u> All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the internal law, not the law of conflicts, of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR: RYAN POWELL LACROSSE, LLC	ASSIGNEE:
By: Name: Ryan M. Powell Title: Manager/Sole Member	By: CLL TOTAL By: Name: Charles Fig. 3.

Ryan M. Powell Individually

Schedule A

Trademarks

Registrations/Applications:

See attached Ryan Powell Lacrosse TM Status Report

Copyrights

Registrations/Applications:

Unregistered Works:

Domain Names

www.mainelacrosseclassic.com

www.oregonlacrosse.com

www.rhinoeast.com

www.rhinowest.com

www.rhinonorth.com

www.rhinosouth.com

www.rhinoeast.com

www.rhinoslax.com

www.rhinogirlslacrosse.com

www.rhinogirlslax.com

www.rhinolax.com

www.rhinoslax.com

www.rhinoslacrosse.com

www.rhinolacrosse.com

www.rhinolacrossegear.com

www.saratogaspringslacrosse.com

www.saratogaspringslax.com

www.saratogaspringsshootout.com

www.yellowstonelacrosse.com

RECORDED: 02/26/2016