

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380025

<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>
Northern Tool & Equipment Company, Inc.		08/18/2015	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sportsman's Guide, Inc.		
<b>Street Address:</b>	2800 Southcross Drive West		
<b>City:</b>	Burnsville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55306		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86726257	HQ ISSUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9529959577		
<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>Email:</b>	tara.anderson@fmjlaw.com		
<b>Correspondent Name:</b>	Tara J. Anderson		
<b>Address Line 1:</b>	775 Prairie Center Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Eden Prairie, MINNESOTA 55344		
<b>NAME OF SUBMITTER:</b>	Tara J. Anderson		
<b>SIGNATURE:</b>	/tja/		
<b>DATE SIGNED:</b>	04/09/2016		
<b>Total Attachments: 1</b>			
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OP \$40.00 86726257

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made effective as of the 18<sup>th</sup> day of August, 2015, from Northern Tool & Equipment Company, Inc., a Minnesota corporation ("Assignor") in favor of The Sportsman's Guide, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademark "HQ Issue", for which a trademark application has been filed with the United States Patent and Trademark Office and been assigned Serial Number 86/726,257 (the "Mark"); and

WHEREAS, Assignor has agreed to assign all of its right, title and interest in and to the Mark, and to the portion of the Assignor's business to which the mark pertains, to Assignee, which shall be the successor to the portion of the Assignor's business to which the mark pertains.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Mark, as well as the right to recover and have damages and profits for past infringement, if any.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Assignor does hereby further represent, warrant, covenant and agree that it has not and will not execute any writing nor do any act whatsoever conflicting with these presents and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional writings and do such additional acts, as Assignee may deem necessary or desirable in the enjoyment of this grant and in enforcing any rights related thereto.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the date first written above.

ASSIGNOR:  
NORTHERN TOOL & EQUIPMENT  
COMPANY, INC.

ASSIGNEE:  
THE SPORTSMAN'S GUIDE, INC.

By: Alan C. Kotela  
Name: Alan C. Kotela  
Its: S. Vice President  
3-31-2016

By: Charles Albrecht  
Name: Charles Albrecht  
Its: CEO  
3-31-16