

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holding One, Inc.		04/30/2016	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Z-Man Fishing Products, Inc.		
Street Address:	4838 Jenkins Avenue		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29405		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78955597		
Serial Number:	78949123	CHATTERBLADE	
Serial Number:	78949083	CHATTERFROG	
Serial Number:	78940288	CHATTERBAIT	
Serial Number:	78929150	CHATTERBAIT	
Serial Number:	77636827	TRIGGERHOOK	
CORRESPONDENCE DATA			
Fax Number:	8437460085		
<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>			
Phone:	8437445174		
Email:	jonesm@intertechsc.com		
Correspondent Name:	Jeffrey Winkler		
Address Line 1:	4838 Jenkins Avenue		
Address Line 4:	North Charleston, SOUTH CAROLINA 29405		
NAME OF SUBMITTER:	Jeffrey A. Winkler		
SIGNATURE:	/Jeffrey A. Winkler/		
DATE SIGNED:	07/22/2016		

OP \$165.00 78955597

Total Attachments: 5

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source=Trademark Assignment from Holding One, Inc. to Z-Man Fishing Products, effective 4-30-16#page2.tif

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made effective as of the 30th day of April, 2016, by and between Holding One, Inc., a South Carolina corporation (“**Assignor**”), and Z-Man Fishing Products, Inc., a South Carolina corporation (“**Assignee**”).

R E C I T A L S

WHEREAS, as set forth on Exhibit A, attached hereto and incorporated herein by reference, Assignor holds certain rights and interests in and to the trademarks to the extent described therein (the “**Marks**”);

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee desires to acquire the Marks from Assignor;

NOW, THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Assignment. Subject to the other terms of this Assignment, Assignor, without any representation or warranty either express or implied, does hereby transfer and assign unto Assignee and its successors, assigns and legal representatives, Assignor’s right, title and interest in the United States and throughout the world in and to the Marks together with the goodwill of the business and products symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives.

2. Authorization. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its

successors, assigns or legal representatives in accordance with the terms of this instrument. All transfer or similar fees shall be paid by Assignee.

3. Further Assurances. The Assignor and Assignee do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as any of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

4. No Third Party Beneficiaries and Limitations. Nothing in this Assignment will be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Assignment or any provision hereof. Additionally, and notwithstanding any provision of this Assignment to the contrary, under no circumstances will either party be entitled to indirect, incidental, consequential, punitive damages, or multiple damages against the other party. Further, in the event of a dispute, each party shall bear its own attorney's fees and neither party shall be entitled to an award of attorney's fees by the applicable tribunal.

5. Governing Law; Submission to Jurisdiction. This Assignment shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of South Carolina. Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby shall be exclusively instituted in the state or federal courts located in Charleston County, South Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's

address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

6. **Headings.** The headings in this Assignment are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Assignment.

7. **Entire Agreement.** This Assignment constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.


8. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, and permitted successors and assigns.

9. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Assignment or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.

IN WITNESS WHEREOF, this Assignment has been executed in duplicate on behalf of the parties by their duly authorized representatives as of the date first written above:

ASSIGNOR

HOLDING ONE, INC.,

By: 
Name: _____
Title:

ASSIGNEE

Z-MAN FISHING PRODUCTS, INC.

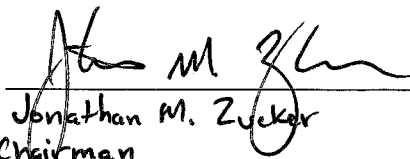
By: 
Name: Jonathan M. Zucker
Title: Chairman

EXHIBIT A

Marks

Trademark	Serial No.	Registration No.	Registration Date
Trade Dress	78955597	3505384	9/23/2008
Chatterblade	78949123	3497265	9/02/2008
Chatterfrog	78949083	3309968	10/09/2007
Chatterbait	78940288	3418423	4/29/2008
Chatterbait	78929150	3418405	4/29/2008
Triggerhook	77636827	3796807	6/01/2010