

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPL International, Inc.		09/30/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Pride Manufacturing Company, LLC		
Street Address:	10 NORTH MAIN STREET		
City:	Burnham		
State/Country:	MAINE		
Postal Code:	04922		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2221754	STEP STIXX	
Registration Number:	3170784	RIPSTIXX	
Serial Number:	86934192	MATCHPAK	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	sdelsman@gklaw.com		
Correspondent Name:	Shane Delsman; Godfrey & Kahn, S.C.		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
NAME OF SUBMITTER:	Shane Delsman		
SIGNATURE:	/Shane Delsman/		
DATE SIGNED:	10/03/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is entered into this 30th day of September, 2016, by and between **PRIDE MANUFACTURING COMPANY, LLC**, a Wisconsin limited liability company (the "**Buyer**"), and **SPL INTERNATIONAL, INC.**, a Colorado corporation (the "**Seller**"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, the Seller, the shareholders of the Seller and the Buyer are Parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which, the Seller has agreed to sell, transfer, and assign to the Buyer, among other assets, all Intellectual Property used in the Subject Business (as defined in the Purchase Agreement), and has agreed to execute and deliver this Assignment of such Intellectual Property;

WHEREAS, the Intellectual Property includes, without limitation, a mark with an application for registration, registered marks, and common law marks as listed on Exhibit A, attached hereto; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the Buyer's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer hereby agree as follows:

1. The Seller hereby irrevocably assigns to the Buyer, and the Buyer hereby accepts such assignment of, the Seller's entire right, title and interest in the Intellectual Property together with all common law rights therein, including the right to sue, obtain relief and recover damages for past, present and future infringement, together with the goodwill of the business and the trademarks listed on Exhibit A, attached hereto. Notwithstanding the foregoing to the contrary, the Common Law Trademark "Golf Tools" may be generic and as such, Seller and Shareholders do not make the representations and warranties as to the extent of their common law rights in that Trademark. However, whatever rights Seller may have in said Trademark are being assigned herein.

2. Where appropriate, the Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record the Buyer as the assignee and owner of the Intellectual Property.

3. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between

this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing and signed by an authorized signatory of the party or parties to be effected thereby.

5. This Assignment shall be binding upon the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles.

7. This Assignment may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other party hereto. A facsimile or portable document format (.pdf) copy of the signature of a party to this Assignment on any such counterpart shall be fully effective as if an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day, month and year first written above.

BUYER:

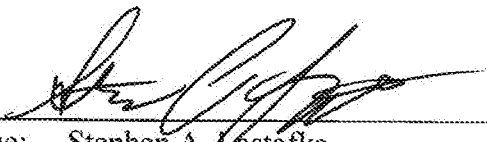
PRIDE MANUFACTURING COMPANY, LLC

By: 
Joseph Zeller, Chief Executive Officer

[Counterpart Signature Page to Intellectual Property Assignment]

SELLER:

SPL INTERNATIONAL, INC.

By: 
Name: Stephen A. Lastofka
Title: PRESIDENT

[Counterpart Signature Page to Intellectual Property Assignment]

Exhibit A

Registered Trademarks

MARK	COUNTRY	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS	CURRENT OWNER
STEP STIXX and Design	USA	75450754 / 2221754	March 16, 1998 / February 2, 1999	Registered	SPL International, Inc.
RIPSTIXX	USA	78623667 / 3170784	May 5, 2005 / November 14, 2006	Registered	SPL International, Inc.
MATCHPAK	USA	86934192	March, 9 2016	Pending Application for Trademark Registration	SPL International, Inc.

Common Law Trademarks

1. Tubestixx
2. Golf Tools
3. Ball Beacons

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