

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402848

<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>
Hunt Comfort, Inc.		07/07/2016	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICP, Inc.		
<b>Doing Business As:</b>	Hunt Comfort		
<b>Street Address:</b>	14645 Felton Court Suite 103		
<b>City:</b>	Apple Valley		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55124		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163825	THE BEST SEAT IN THE WOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888648502		
<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>	651-330-4877		
<b>Email:</b>	joann.seaton@gs-iplaw.com		
<b>Correspondent Name:</b>	JoAnn M. Seaton		
<b>Address Line 1:</b>	4660 Slater Road Suite 115		
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55122		
<b>ATTORNEY DOCKET NUMBER:</b>	144.0007.T01		
<b>NAME OF SUBMITTER:</b>	JoAnn M. Seaton		
<b>SIGNATURE:</b>	/JoAnn M. Seaton/		
<b>DATE SIGNED:</b>	10/21/2016		
<b>Total Attachments: 7</b>			
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## PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the "Agreement") is made and entered into this 7th day of July, 2016, (the "Effective Date") by and between **ICP, Inc.**, a Minnesota corporation, with its principal place of business at 14645 Felton Court, Suite 103 | Apple Valley MN 55124 ("ICP, Inc." or "Buyer") and **Hunt Comfort, Inc.**, a Alabama S-Corp, with its principal place of business at 112 Owassa Road Evergreen Alabama, 36401 and with David Robinson ("Robinson") and Sarah Robinson ("Robinson") being the sole owners and members of the S-Corp (collectively referred to as "Seller").

### PREMISES:

A. Seller has operated and owns all rights to a business which manufactures hunting seat cushions and hunting related products;

B. Seller desires to sell, and Buyer desires to purchase, certain specific assets of the Business, including all Intellectual Property Rights comprising and pertaining thereto from Seller, subject to the terms and conditions of this Agreement.

## ARTICLE I - SALE AND PURCHASE OF THE ASSETS; LIABILITIES

1.1. Sale and Purchase of Purchased Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver the Purchased Assets to Buyer, and Buyer shall purchase from Seller all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances, for the Purchase Price.

1.2. No Assumption of Liabilities. Buyer shall not assume, and shall have no liability for, any debts, obligations, expenses, taxes, contracts, commitments or other Liabilities of Seller or the Business of any kind, character, nature or description, whether accrued, absolute, contingent or otherwise, arising out of any act or omission occurring or state of facts existing prior to, on or after the Closing Date. Seller shall indemnify Buyer and hold it harmless from any Losses constituting, arising out of Liabilities.

## ARTICLE II - PURCHASE PRICE

2.1. Purchase Price. The total purchase price for the Purchased Assets (the "Purchase Price") shall be:

REDACTED

2.2. Purchase Price Allocation. The Purchase Price shall be allocated as follows:

REDACTED

Buyer and Seller agree and acknowledge that such allocation of the Purchase Price shall be binding upon the parties for all applicable federal, state, and local tax purposes.

### **ARTICLE III – REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer as of the date hereof as follows:

3.1. Organization. Seller is an S Corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Alabama. Seller has no subsidiaries.

3.2. Authorization. Seller has full power and authority to execute, deliver and perform this Agreement, the other Transaction Documents, and all other agreements and transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, in the creation of any Encumbrance upon any of the Purchased Assets.

3.3. Title to Purchased Assets; Sufficiency. Seller has good, valid and marketable title to all of the Purchased Assets, free and clear of all Encumbrances. The Bill of Sale and the assignments and other instruments to be executed and delivered by Seller at the Closing will be valid, binding and enforceable in accordance with their respective terms, and will effectively vest in Buyer good, valid and marketable title to all of the Purchased Assets. In the event that Seller does not have good and marketable title, free and clear of Encumbrances, to any or all of the Purchased Assets sold to Buyer, Seller shall reimburse Buyer for any costs actually expended by Buyer to satisfy and discharge any outstanding Encumbrances. No consent, approval, permit or authorization of, or declaration to or filing with any Governmental Authority, or any other third party is required to permit Seller to sell, assign, transfer, convey and deliver the Purchased Assets to Buyer in accordance herewith. The Purchased Assets constitute all of the assets and rights necessary for Buyer to conduct the Business in the same manner as the Business is conducted and proposed to be conducted by Seller prior to Closing and prior to any decision by Seller to sell the Purchased Assets.

#### 3.4 Intellectual Property.

(a) The use of the Purchased Intellectual Property Rights does and will not interfere with, infringe upon, misappropriate, or otherwise conflict with any Intellectual Property Right owned or controlled by any third party. Seller has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller or any of its Affiliates must license or refrain from using any of the Purchased Intellectual Property Rights). To the knowledge of Seller no third party has undertaken any activities which infringed or misappropriated, or if unabated would constitute infringement or misappropriation, of any of the Purchased Intellectual Property Rights. Seller has no knowledge of any new products, inventions, procedures or methods that Seller or any competitor or other third party has developed that reasonably could be expected to supersede or

make obsolete any of the Purchased Assets or the Business.

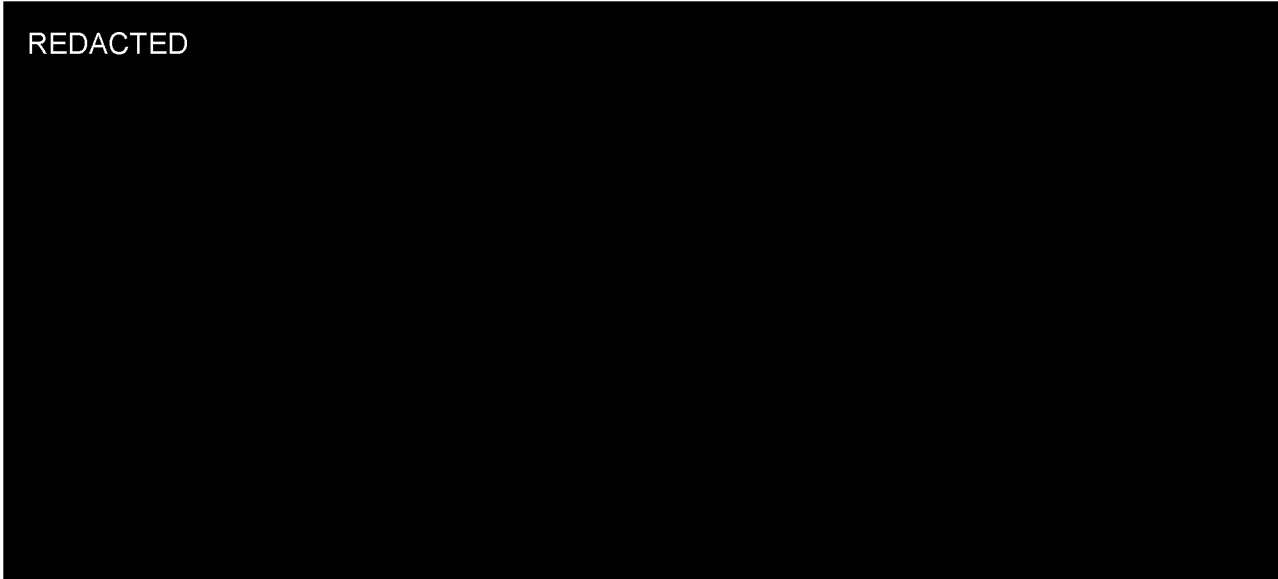
(b) Seller has not disclosed to any third party any Trade Secrets that are embodied by or embedded in, or used or held for use in connection with, the Purchased Assets or the conduct of the Business without an appropriate non-disclosure agreement. To Seller's knowledge, Seller is not making any unauthorized use of any Trade Secret of any other Person in connection with the Purchased Assets or the Business.

(c) Seller owns or has all necessary rights in, to and under all Intellectual Property Rights necessary for the acquisition, marketing and distribution of the Products and the conduct of the Business, free and clear of all Encumbrances. The Purchased Intellectual Property Rights constitute all of the Intellectual Property Rights and other proprietary rights necessary for Buyer to conduct the Business in the same manner as the Business is conducted and proposed to be conducted by Seller prior to Closing and prior to any decision by Seller to sell the Purchased Assets.

(d) Seller owns all of the content on websites and domains to be acquired hereunder, such content was developed by Seller and Seller does not use third parties' logos, brand names, content or other Intellectual Property Rights or other material on any such website or domain being transferred hereunder.

REDACTED





REDACTED

To Buyer: ICP, Inc.  
14645 Felton Court, Suite 103 |  
Apple Valley MN 55124  
Attention: Nathan Michael Stieren

To Seller: Hunt Comfort, Inc  
112 Owassa Road  
Evergreen, Alabama 36401  
Attention: David Robinson

**IN WITNESS WHEREOF**, Buyer and Seller have duly executed this Agreement by their duly authorized representatives as of the day and year first above written.

**ICP, Inc, a Minnesota corporation**

By: Nathan Stieren  
Name: Nathan Michael Stieren  
Its: President

**Hunt Comfort, Inc.**

By: David Robinson  
Name: David Robinson  
Its: President

By: Sarah Robinson  
Name: Sarah Robinson  
Its: Vice President

**SCHEDULE I**

**Products**

**List of the Products to be Acquired:**

**Hunt Comfort attached**

**SCHEDULE II****Purchased Assets**

The Purchased Assets include all of the following:

(a) Hunt Comfort Brand Name

(b) Intellectual Property Rights. All Intellectual Property Rights comprising or relating to or arising from or associated with the Business or the Products, or the acquisition, marketing and distribution thereof (collectively, the "Purchased Intellectual Property Rights"); including, but not limited to, the following:

(i) Trademarks:

MARK	STATUS	Serial / Registration Number	Application Date	Serial / Registration Number	Status Date
Best Seat in the Woods	Registered				

(ii) Domain Names:

DOMAIN NAME	REGISTRANT
www.huntcomfort.com	Hunt Comfort, Inc

(c) Telephone number: 888-757-3232.

(d) Logo: Hunt Comfort Logo and product label designs.

(e) User Names and Passwords. All user names and passwords associated with all online commerce accounts associated with the Purchased Assets or the Business, including any product pages on Facebook.com, Amazon.com and eBay.com.

**EXHIBIT A**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **Hunt Comfort, Inc.** ("Seller"), for good and valuable consideration paid by **ICP, Inc.** ("Buyer"), pursuant to that certain Asset Purchase Agreement by and between Buyer and Seller, dated as of the 5<sup>th</sup> day of July, 2016 (the "Agreement"), does for itself and its successors and assigns, hereby grant, convey, bargain, sell, assign and transfer to Buyer all of its right, title and interest in and to all of the Purchased Assets, as defined in the Agreement.

All defined terms referenced herein shall have the meanings set forth in the Agreement.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer, its successors and assigns, to and for their own proper use, benefit and behalf forever.

AND, in further consideration of the aforesaid, Seller by this Bill of Sale does specifically warrant to Buyer that it has good and marketable title in and to the Purchased Assets free and clear of all Encumbrances. Seller hereby binds itself and its successors and assigns to WARRANT AND DEFEND the title to the Purchased Assets to Buyer and its successors and assigns forever against every person whosoever claiming or who do claim the Purchased Assets or any part thereof under or through Seller.

Seller hereby covenants and agrees, from and after the date hereof, to execute and deliver to Buyer such further instruments of conveyance, transfer, assignment and consent and to take such other actions as Buyer may reasonably request in order more effectively to convey, transfer and assign to Buyer the assets conveyed by this Bill of Sale, to confirm the title and possession of Buyer thereto and to assist Buyer in exercising its rights with respect thereto.

IN WITNESS WHEREOF, this Bill of Sale is executed by Seller by its duly authorized representative on this \_\_\_\_ day of July, 2016.

WITNESS:

**Hunt Comfort, Inc.**

*Lamar & Associates  
Lynn Gully*

By: *Sarah R. Johnson*  
Its: \_\_\_\_\_

By: *Carol Robison*  
Its: \_\_\_\_\_

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**ADDENDUM TO PURCHASE AGREEMENT**

This document is in reference to the **PURCHASE AGREEMENT** made and entered into on July 7, 2016 (the "Effective Date"), by and between **Hunt Comfort, Inc.**, a Alabama S-Corp., with its principal place of business at 112 Owassa Road Evergreen, Alabama, 36401 and with David Robinson and Sarah Robinson being the sole owners and members of the S-Corp (collectively referred to as "Seller") and **ICP, Inc.**, a Minnesota corporation, with its principal place of business at 14645 Felton Court, Suite 103, Apple Valley, Minnesota 55124 ("Buyer").

**BE IT KNOWN** that in accordance with the intentions of the original Purchase Agreement and for the good consideration identified therein, the Buyer and the Seller agree the following is an accurate, full, and complete description of the sole trademark listed in the identification of Intellectual Property Rights of Schedule II of the Purchase Agreement:

Mark	Status	Serial Number	Application Date	Registration Number	Registration Date
THE BEST SEAT IN THE WOODS	Registered	78553346	January 25, 2005	3163825	October 24, 2006

Per Article 3.4(c) of the Purchase Agreement, which states that the "Purchased Intellectual Property Rights constitute all of the Intellectual Property Rights and other proprietary rights necessary for Buyer to conduct the Business in the same manner as the Business is conducted and proposed to be conducted by Seller prior to Closing and prior to any decision by Seller to sell the Purchased Assets," the sale includes all right, title, and interest in the above-identified trademark together with the goodwill of the Business symbolized by the trademark.

The above-described terms shall be valid as of the Effective Date of the original Purchase Agreement.

No other terms or conditions of the contract are negated or changed as a result of this clarifying Addendum.

**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be executed on the respective dates set forth below.

**ICP, Inc, a Minnesota corporation:**

By: *Nathan Stieren*  
 Nathan Michael Stieren  
 President of ICP, Inc.

10/20/2016

\_\_\_\_\_  
 Date

**Hunt Comfort, Inc. an Alabama S-corporation:**

By: *David Robinson*  
 David Robinson  
 President of Hunt Comfort, Inc.

10/18/2016

\_\_\_\_\_  
 Date

By: *Sarah Robinson*  
 Sarah Robinson  
 Vice President of Hunt Comfort, Inc.

10/20/2016

\_\_\_\_\_  
 Date