

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameriform Acquisition Company, LLC	FORMERLY d/b/a KL Outdoor LLC	12/30/2016	Corporation: MICHIGAN
Ameriform Acquisition Company, LLC		12/30/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	KLO Acquisition, LLC		
Street Address:	1790 Sun Dolphin Drive		
City:	Muskegon		
State/Country:	MICHIGAN		
Postal Code:	49444		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4757604	EVOKE	
Registration Number:	4703826	SUNDOLPHIN	
Serial Number:	87091306	EXTENT PADDLE GEAR	
Serial Number:	86868545	5 FIVE PEAKS	
Serial Number:	86628137	KEEP LIVING	
Serial Number:	86628210	KL OUTDOOR	
Serial Number:	86525797	TERRAIN	
Serial Number:	86766742	THIRD COAST	
Serial Number:	87091338	X	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<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:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree St.		

OP \$240.00 4757604

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sally Sexton

SIGNATURE: /sallysexton/

DATE SIGNED: 01/05/2017

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 30, 2016 (the "Effective Date"), by and between Ameriform Acquisition Company, LLC, a Michigan limited liability company d/b/a KL Outdoor LLC ("KLO Michigan") and Ameriform Acquisition Company, LLC, a Florida limited liability company ("KLO Florida"), on the one hand, and KLO Acquisition, LLC, a Delaware limited liability company ("Assignee"), on the other hand. Each Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, KLO Michigan and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, Assignors have agreed to assign to Assignee the following (collectively, the "Marks"): all of each Assignor's respective right, title and interest in, to and under all corporate names, tradenames, trademarks, service marks, logos, trade dress, slogans, and other indicia of origin and all applications and registrations with respect to any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing, including the trademarks set forth on Schedule 1 attached hereto; and

NOW, THEREFORE, in consideration of the agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases from such Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of such Assignor's right, title and interest in, to and under the Marks, including all income, royalties, damages and payments accrued, due or payable as of, prior to, or after the Effective Date (including damages and payments for past, present or future infringements, misappropriations, dilutions, or violations thereof), the right to sue for past, present and future infringements, misappropriations, dilutions, or other violations thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Each Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the owner of the Marks identified on Schedule 1.

3. KLO Michigan acknowledges and agrees that it is subject to the obligation to provide, and KLO Florida agrees to provide, further assurances as if they were Sellers under the Purchase Agreement pursuant to Section 6.9 of the Purchase Agreement, which is incorporated herein by reference.

4. Each Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. All notices and other communications hereunder shall be as set forth in the Purchase Agreement.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

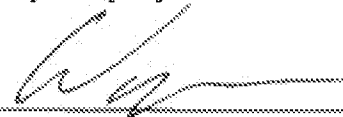
6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

ASSIGNOR:

AMERIFORM ACQUISITION
COMPANY, LLC, a Michigan limited
liability company

By: 
Name: Wyman J. Bolton
Title: Chief Executive Officer

ASSIGNOR:

AMERIFORM ACQUISITION
COMPANY, LLC, a Florida limited liability
company

By: 
Name: Wyman J. Bolton
Title: Chief Executive Officer

ASSIGNEE:

KLO ACQUISITION, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

KLO ACQUISITION, LLC,
a Delaware limited liability company

By: 

Name: _____

Title: _____


ANU SINGH

V.P. Regional

Schedule 1

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
EVOKE and Design 	Canada	1714179 06-Feb-2015	TMA946195 15-Aug-2016	Ameriform Acquisition Company, LLC (Florida)
EVOKE and Design 	European Union	13720371 09-Feb-2015	13720371 28-Nov-2015	Ameriform Acquisition Company, LLC (Florida)
EVOKE and Design 	U.S.	86/360621 07-Aug-2014	4757604 16-Jun-2015	Ameriform Acquisition Company, LLC (Florida)
EXTENT PADDLE GEAR and Design 	U.S.	87/091306 01-Jul-2016	—	Ameriform Acquisition Company, LLC (Michigan)
FIVE PEAKS and Design  FIVE PEAKS	Canada	1786772 13-Jun-2016	—	Ameriform Acquisition Company, LLC (Michigan)
FIVE PEAKS and Design  FIVE PEAKS	European Union	15610991 04-Jul-2016	—	Ameriform Acquisition Company, LLC (Michigan)
FIVE PEAKS and Design  FIVE PEAKS	U.S.	86/868545 07-Jan-2016	—	Ameriform Acquisition Company, LLC (Michigan)
FIVE PEAKS and Design  FIVE PEAKS	European Union	13771621 25-Feb-2015	13771621 23-Jun-2015	Ameriform Acquisition Company, LLC (Florida)
FIVE PEAKS and Design  FIVE PEAKS FIVE PEAKS	United Kingdom	3173319 07-Jul-2016	3173319 11-Nov-2016	Ameriform Acquisition Company, LLC (Florida)
KEEP LIVING	U.S.	86/628137 13-May-2015	—	Ameriform Acquisition Company, LLC (Florida)

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
KL OUTDOOR and Design 	Canada	1753933 09-Nov-2015	—	Ameriform Acquisition Company, LLC (Michigan)
KL OUTDOOR and Design 	European Union	14788285 10-Nov-2015	14788285 28-Apr-2016	Ameriform Acquisition Company, LLC (Michigan)
KL OUTDOOR and Design 	WIPO Designations: China Mexico	A0054474/	1288149 09-Nov-2015	Ameriform Acquisition Company, LLC (Michigan)
KL OUTDOOR and Design 	U.S.	86/628210 13-May-2015	—	Ameriform Acquisition Company, LLC (Michigan)
SUNDOLPHIN and Design 	Canada	1715123 12-Feb-2015	TMA940771 13-Jun-2016	Ameriform Acquisition Company, LLC (Florida)
SUNDOLPHIN and Design 	European Union	13744495 16-Feb-2015	13744495 28-Jul-2015	Ameriform Acquisition Company, LLC (Florida)
SUNDOLPHIN and Design 	U.S.	86/368263 15-Aug-2014	4703826 17-Mar-2015	Ameriform Acquisition Company, LLC (Florida)
TERRAIN	Canada	1740471 05-Aug-2015	—	Ameriform Acquisition Company, LLC (Florida)
TERRAIN	European Union	14450084 05-Aug-2015	14450084 30-Nov-2015	Ameriform Acquisition Company, LLC (Florida)
TERRAIN	U.S.	86/525797 05-Feb-2015	—	Ameriform Acquisition Company, LLC (Florida)
THIRD COAST and Design 	U.S.	86/766742 24-Sep-2015	—	Ameriform Acquisition Company, LLC (Michigan)

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
X Design 	U.S.	87/091338 01-Jul-2016	—	Ameriform Acquisition Company, LLC (Michigan)