

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423203

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Outdoor Direct Corporation	FORMERLY The Brinkmann Corporation	03/02/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	LightStar Corporation
Street Address:	4099 McEwen Road, Suite 375
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2602271	BACKROADS
Registration Number:	1153730	BRINKMANN
Registration Number:	4693679	BRINKMANN
Registration Number:	3797964	BRINKMANN
Registration Number:	4375386	BRINKMANN
Registration Number:	4375387	BRINKMANN
Registration Number:	4372626	BRINKMANN
Registration Number:	2779986	BRINKMANN BACKYARD KITCHEN
Registration Number:	4560539	BRINKMANN OUTDOOR LIVING
Registration Number:	4552003	BRINKMANN OUTDOOR LIVING
Registration Number:	4560540	BRINKMANN OUTDOOR LIVING
Registration Number:	4564403	BRINKMANN OUTDOOR LIVING
Registration Number:	4552004	BRINKMANN OUTDOOR LIVING
Registration Number:	4556165	BRINKMANN OUTDOOR LIVING
Registration Number:	4518004	BRINKMANN OUTDOOR LIVING
Registration Number:	4518005	BRINKMANN OUTDOOR LIVING
Registration Number:	4529804	BRINKMANN OUTDOOR LIVING
Registration Number:	4526031	BRINKMANN OUTDOOR LIVING
Registration Number:	4564404	BRINKMANN OUTDOOR LIVING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4560541	BRINKMANN OUTDOOR LIVING
Registration Number:	2980409	CIMARRON
Registration Number:	2775202	COOK'N CA'JUN
Registration Number:	0944069	COOK'N CA'JUN
Registration Number:	2577651	ENDURA
Serial Number:	85780330	GRILL KING
Registration Number:	1565778	HOME/GUARD
Registration Number:	2687113	LONGHORN
Registration Number:	1845540	MR MEAT SMOKER
Registration Number:	3451674	PAGODA
Registration Number:	1977680	PITMASTER
Registration Number:	1688801	POW-R-VAC
Registration Number:	2602272	ROADMASTER
Registration Number:	1273424	SMOKE KING
Registration Number:	2603776	SMOKE 'N GRILL
Registration Number:	1184641	SMOKE 'N PIT
Registration Number:	1845322	SMOKER'S BLEND
Registration Number:	1966142	SMOKESHOP
Registration Number:	2608851	SOLAR GALLERY
Registration Number:	1567000	SOLAR MAX
Registration Number:	4270495	SPORTSMAN SMOKER
Registration Number:	2613294	STILLWATER
Registration Number:	2589591	TRAILMASTER
Registration Number:	2604522	TREASURE SENSOR
Registration Number:	2912654	URBAN PRAIRIE
Registration Number:	1938846	WEEKENDER
Registration Number:	1256766	WINDY

CORRESPONDENCE DATA

Fax Number: 2134432892

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.

Phone: (213) 620-1780

Email: shwang@sheppardmullin.com

Correspondent Name: Susan Hwang

Address Line 1: 333 South Hope Street, 43rd Fl

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 52BF-243729

NAME OF SUBMITTER: Susan Hwang

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Execution Version

ASSET PURCHASE AGREEMENT

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EXHIBITS

- A Bill of Sale and Assignment
- B IP Property Sale Order

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- Schedule 1.1 IP Property
- Schedule 5.5 IP Property Disclosure Schedule

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “*Agreement*”) is made and entered into as of March 2, 2016 (the “*Effective Date*”) by and between LightStar Corporation, a Delaware corporation (“*Buyer*”), and Outdoor Direct Corporation, a Texas corporation formerly known as The Brinkmann Corporation, as a chapter 11 debtor in possession (“*Seller*”). In this Agreement, Buyer and Seller are each sometimes referred to individually as a “*Party*” and collectively as “*Parties*.”

RECITALS

The Parties hereby acknowledge that:

A. On October 8, 2015, Seller filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) (the “*Chapter 11 Case*”).

C. On the terms and conditions of this Agreement, and pursuant to sections 363 and 365 of the Bankruptcy Code, the Seller wishes to sell to Buyer, and Buyer wishes to purchase from each Seller, certain assets of such Seller, all as more particularly set forth below.

AGREEMENT

In consideration of their respective covenants set forth herein, the Parties agree as follows:

1. Transfer of Assets.

1.1 Purchase and Sale of Assets. Attached hereto as **Schedule 1.1** is a schedule of intellectual property owned by Seller (the “*IP Property*”). On the Closing Date, as hereinafter defined, and on the terms and conditions hereinafter set forth, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall purchase, acquire, accept, and receive from Seller, Seller’s right, title, and interest as of the Closing Date in and to the IP Property as identified on **Schedule 1.1**.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, and for avoidance of doubt, (i) the IP Property shall be limited to the items specifically identified in **Section 1.1** above and the intellectual property rights related thereto as set forth in the Bill of Sale, and (ii) notwithstanding any other provision of this Agreement, any Bill of Sale, or **Schedule 1.1** to the contrary, neither the IP Property nor any related intellectual property rights shall include any of the following assets (any such assets, “*Excluded Assets*”), all of Seller’s right, title, and interest in and to which shall be retained by Seller and shall not be sold to Buyer pursuant to this Agreement:

(a) Any and all intellectual property rights, including any patents, trademarks, domain names, trademark rights, copyrights, technology, trade dress, trade secrets, proprietary information or other intellectual property of Seller that are licensed to and not owned by Seller, including but not limited to any license of rights by Mag Instrument in respect of “Black Max” or any other flashlight products, merchandise or inventory; and

(b) Any other rights or assets of Seller of any kind or nature not expressly identified in **Schedule 1.1**, including, for example, any cash, cash equivalents, marketable securities, equipment, inventory, patents, trademarks, domain names, trademark rights, copyrights, technology, trade dress, trade secrets, proprietary or confidential information or other intellectual property, books or records or other assets, in each case to the extent not specifically identified on **Schedule 1.1**.

1.3 Instruments of Transfer. The sale, assignment, transfer, conveyance and delivery of the IP Property to Buyer shall be made by: (1) assignments, bills of sale, and other instruments of assignment, transfer and conveyance provided for in Section 3 below and (2) and such other instruments as may reasonably be requested by Buyer to transfer, convey, assign and deliver the IP Property to Buyer, but in all events only to the extent that the same do not impose any monetary obligations upon Seller or in any other respect increase in any material way the burdens imposed by the other provisions of this Agreement upon Seller. For purposes of preparing the foregoing documents, Seller and Buyer shall mutually agree on the portion of the Purchase Price (as hereinafter defined) attributable to each of the items of IP Property.

2. Consideration.

2.1 Purchase Price. The consideration to be paid by Buyer to Seller for the IP Property shall be cash in an amount equal to [REDACTED] (the "*Purchase Price*").

2.2 Earnest Money Deposit.

2.2.1 Concurrently with the mutual execution and delivery of this Agreement, Buyer shall deposit in the non-interest-bearing client trust account of Seller's counsel Pachulski Stang Ziehl & Jones LLP ("*PSZJ*"), as an earnest money deposit, the amount of 10% of the Purchase Price (the "*Earnest Money Deposit*"). The Earnest Money Deposit shall be held and disbursed by PSZJ in such client trust account in accordance with the terms and conditions of any applicable order and this Agreement.

2.2.2 At Closing, the Earnest Money Deposit shall be credited and applied toward the Purchase Price.

2.2.3 If this Agreement terminates without a Closing, PSZJ shall immediately disburse the Earnest Money Deposit as follows:

(a) as the Parties direct if this Agreement is terminated in accordance with Section 9.1:

(b) to Seller if this Agreement is terminated (i) by Buyer if such termination is in breach of this Agreement or if, at the time of any termination by Buyer, Buyer is in material breach of this Agreement or (ii) by Seller in accordance with Section 9.3.1; and

(c) in all other cases, to Buyer.

2.3 No Assumption of Liabilities. Buyer will not assume and will not be liable for any obligations, commitments, or liabilities of, and claims made or that could have been made against, Seller (whether absolute, accrued or contingent) related to the IP Property or otherwise, except for the following, which Buyer, effective as of the Closing Date, hereby assumes and agrees to pay and perform: (i) liabilities or obligations incidental to the IP Property to the extent such liabilities or obligations first arose or accrued after the Closing Date, including any such obligations or liabilities for *ad valorem* taxes applicable to the IP Property and (ii) all liabilities and obligations for taxes as described in Section 3.6 hereof.

3. Closing Transactions.

3.1 Closing. The purchase and sale of the IP Property provided for herein shall be effected and consummated at a closing (the “*Closing*”) in accordance with the terms and conditions hereof. All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected.

3.2 Closing Date. The Closing shall take place on the third (3rd) day following the satisfaction of the conditions set forth in Section 4.1 and Section 4.2 hereof (or the waiver thereof by the Party entitled to waive that condition) or on such other date (no later than the Outside Date) as may be agreed to by the Parties in writing. The date on which the Closing shall be held is referred to in this Agreement as the “*Closing Date*.”

3.3 Seller’s Deliveries to Buyer at Closing. On the Closing Date, Seller shall make the following deliveries to Buyer:

3.3.1 A Bill of Sale and Assignment for the IP Property, duly executed by Seller in the form and on the terms of the bill of sale attached as **Exhibit “A”** hereto, pursuant to which Seller transfers and assigns to Buyer its right, title, and interest in and to the IP Property (the “*Bill of Sale – IP Property*”).

3.3.2 Any such other documents, funds or other things as may be reasonably required by the Buyer’s attorneys to give effect to the terms of this Agreement, but in all events only to the extent that the same do not impose any monetary obligations upon Seller or in any other respect increase in any material way the burdens imposed by the other provisions of this Agreement upon Seller.

3.4 Buyer’s Deliveries to Seller at Closing. On the Closing Date, Buyer shall make or cause the following deliveries to Seller:

3.4.1 Written instructions to PSZJ, signed by Buyer, instructing PSZJ to transfer to Seller, by wire transfer of immediately available funds, the Earnest Money Deposit, which Earnest Money Deposit shall be applied by Seller as a credit against the Purchase Price;

3.4.2 Wire transfer to an account designated by Seller the full amount of the Purchase Price, net of the Earnest Money Deposit;

3.4.3 Any such other documents, funds or other things reasonably contemplated by this Agreement to be delivered by Buyer to Seller at the Closing.

3.5 On or about the Closing, Seller and Buyer shall mutually determine all ad valorem taxes relating to the IP Property (if any) which (a) accrued (based on tax years of the taxing entities) but were not paid by Seller during or in respect of any period prior to Closing, and (b) were paid by Seller in respect of any period following the Closing (the “*Apportionable Expenses*”). Seller shall be responsible for all such Apportionable Expenses accrued prior to the Closing Date and Buyer shall be responsible for all such Apportionable Expenses accrued after the Closing Date. Seller shall be entitled to prompt reimbursement from Buyer for any Apportionable Expense accruing after the Closing Date that Seller has paid. Buyer shall be entitled to prompt reimbursement from Seller for any Apportionable Expense accruing after the Closing Date that Buyer has paid.

3.6 Sales, Use and Other Taxes. Any sales, purchase, transfer, stamp, documentary stamp, use or similar taxes under the laws of the states in which any portion of the IP Property is located, or any subdivision of any such state, or under any federal law or the laws or regulations of any federal agency or authority, which may be payable by reason of the sale or transfer of the IP Property under this Agreement or the transactions contemplated herein shall be borne and paid by Buyer.

3.7 Possession. Right to possession of the IP Property, together with all risk of damage to or loss thereof, shall transfer to Buyer on the Closing Date. To facilitate the transfer of actual possession of any IP Property in tangible form, Seller shall cause all IP Property in tangible form to be located, at the time of the Closing, at 4215 McEwen Road, Dallas, Texas 75244-482, for collection by Buyer at Buyer's expense.

3.8 Access. From the Effective Date to the Closing Date, and upon prior request by Buyer from time to time, Seller shall provide to Buyer, and its employees, representatives and agents, at Buyer's own expense, reasonable access to the IP Property; *provided, however*, that (a) Seller shall not be under any obligation to provide any access that requires the incurrence or payment of any material expense, and (b) any such access need only be provided during ordinary business hours and in a manner reasonably designed to avoid disruption to ordinary business operations.

4. Conditions Precedent to Closing.

4.1 Conditions to Seller's Obligations. The obligation to make the deliveries required of Seller at the Closing Date and otherwise consummate the transaction contemplated herein shall be subject to the satisfaction (or waiver by Seller) of each of the following conditions:

4.1.1 All of the representations and warranties of Buyer contained herein shall continue to be true and correct at the Closing in all material respects.

4.1.2 Buyer shall have delivered, or shall be prepared to deliver, to Seller at the Closing all cash and other documents required of Buyer to be delivered at the Closing.

4.1.3 No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

4.1.4 Buyer shall have substantially performed or tendered performance of all material covenants on Buyer's part to be performed which, by their terms, are required to be performed at or before the Closing.

4.1.5 The Bankruptcy Court shall have entered the IP Property Sale Order in accordance with Section 8 below and the IP Property Sale Order shall not have been stayed as of the Closing Date.

4.2 Conditions to Buyer's Obligations. Buyer's obligation to make the deliveries required of Buyer at the Closing and otherwise consummate the transaction contemplated herein shall be subject to the satisfaction (or waiver by Buyer) of each of the following conditions:

4.2.1 Seller shall have substantially performed or tendered performance of all material covenants on its part to be performed which, by their terms, is required to be performed at or before the Closing.

4.2.2 All of the representations and warranties of Seller contained herein shall continue to be true and correct at the Closing in all material respects.

4.2.3 Seller shall have executed and delivered to Buyer the Bill of Sale – IP Property.

4.2.4 Seller shall have delivered all other documents required of Seller to be delivered at the Closing.

4.2.5 No action, suit or other proceedings that is not stayed by the Bankruptcy Court shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

4.2.6 The Bankruptcy Court shall have entered the IP Property Sale Order in accordance with **Section 8** below and the IP Property Sale Order shall not have been stayed as of the Closing Date.

5. Seller's Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer:

5.1 Organization, Standing and Power. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has all requisite entity power and authority to own, lease, and, subject to the provisions of the Bankruptcy Code applicable to debtors in possession, operate its properties, to carry on Seller's business as now being conducted. Subject to entry of the IP Property Sale Order, Seller has the power and authority to execute, deliver, and perform this Agreement and all writings relating hereto.

5.2 Validity and Execution. This Agreement has been duly executed and delivered by Seller and, upon entry of the IP Property Sale Order, will constitute the valid and binding obligation of Seller enforceable against it in accordance with its terms.

5.3 No Conflict. Except as set forth in **Schedule 5.5**, and subject to the entry of the IP Property Sale Order, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller do not and will not: (i) conflict with or result in a breach of the articles of incorporation or bylaws of Seller; (ii) violate any statute, law, rule, or regulation, or any order, writ, injunction or decree of any court or governmental authority, or (iii) violate or conflict with or constitute a material default under any material agreement, instrument or writing of any nature to which Seller is a Party or by which Seller or its assets or properties may be bound.

5.4 Title; No Liens. Seller has sole and exclusive title to and right to sell the IP Property except as set forth in **Schedule 5.5**. Except as set forth in **Schedule 5.5**, the IP Property shall be transferred to Buyer free and clear of all liens, claims and encumbrances, except for any liens, claims, or

encumbrances (a) related to any Apportionable Expenses, (b) for any liabilities that are the express responsibility of Buyer under this Agreement, (c) for any taxes or similar assessments relating to the IP Property not yet due and payable, (d) that do not materially affect the use, enjoyment or resale of the IP Property or the use and enjoyment of the IP Property, or (e) expressly approved in writing by Buyer.

5.5 IP Property. Except as set forth in **Schedule 5.5**, (i) Seller has the power and authority, subject to the provisions of the Bankruptcy Code applicable to debtors in possession, to assign its right, title, and interest in and to the IP Property in accordance with this Agreement; (ii) Seller has no actual knowledge (without having conducted any reasonable investigation or inquiry) of any currently pending third party intellectual property infringement claims, lawsuits, or demands materially affecting the IP Property.

6. Buyer's Warranties and Representations.

Buyer hereby makes the following representations and warranties to Seller:

6.1 Organization, Standing and Power. Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of Delaware. Buyer has all requisite entity power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement and all writings relating hereto.

6.2 Validity and Execution. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer enforceable against it in accordance with its terms, except as may be limited by any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other laws (whether statutory, regulatory or decisional), now or hereafter in effect, relating to or affecting the rights of creditors generally or by equitable principles (regardless of whether considered in a proceeding at law or in equity).

6.3 No Conflict. The execution, delivery and performance of this Agreement and all writings relating hereto by Buyer have been duly and validly authorized. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not: (i) conflict with or result in a breach of the certificate of incorporation of Buyer or, if applicable, other organizational documents or agreements of Buyer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer is a Party or by which Buyer or its assets or properties may be bound.

7. "AS IS" Transaction.

Buyer hereby acknowledges and agrees that, except only as provided in **Section 5**, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the IP Property (including, without limitation, the income or profit derivable from the sale of, or the expenses to be incurred in connection with, the IP Property, the physical condition of any tangible IP Property, the value of the IP Property (or any portion thereof), the transferability of the IP Property or any portion thereof, the merchantability or fitness of the IP Property or any other portion of the IP Property for any particular purpose, or any other matter or thing relating to the IP Property or any portion thereof). Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the IP Property. Buyer further acknowledges that Buyer has conducted an independent inspection and investigation of the physical condition of the IP Property and all such other matters relating to or affecting or comprising the IP

Property as Buyer deemed necessary or appropriate and that in proceeding with its acquisition of the IP Property, Buyer is doing so based solely upon such independent inspections and investigations. Accordingly, except only for the representations set forth in **Section 5** above (which exception shall be subject to Section 10.12 hereof), Buyer will accept the IP Property at the Closing “AS IS, “WHERE IS,” and “WITH ALL FAULTS.”

8. Bankruptcy Court Approvals.

Promptly following the Effective Date (and in no event later than three (3) days thereafter), Seller will make a motion (the “*IP Property Sale Motion*”) for an order by the Bankruptcy Court, which order shall be in form reasonably satisfactory to Buyer, approving the sale of the IP Property to Buyer, on the terms and conditions set forth in this Agreement (the “*IP Property Sale Order*”). Following the filing of the IP Property Sale Motion, Seller shall use reasonable efforts to obtain entry of the IP Property Sale Order.

9. Termination.

9.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing Date by mutual written agreement of the Parties.

9.2 Termination by Either Buyer or Seller. This Agreement may be terminated at any time prior to the Closing Date by either Buyer or Seller if any governmental authority shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby and either (i) thirty (30) days shall have elapsed from the issuance of such order or other action and such order or other action has not been removed or vacated, or (ii) such order or other action shall have become final and non-appealable.

9.3 Termination by Seller. This Agreement may be terminated at any time prior to the Closing Date by Seller as follows:

9.3.1 if there has been a material breach by Buyer, it being agreed that Seller shall not have the right to so terminate this Agreement unless Buyer has failed to cure the applicable default within five (5) days following its receipt of written notice thereof from Seller;

9.3.2 if Seller’s condition precedent specified in **Section 4.1** shall not have been satisfied or waived and shall have become impossible to satisfy, unless the failure of such condition to have been satisfied was caused primarily by a material breach by Seller; or

9.3.3 if the IP Property Sale Order is not entered by the Bankruptcy Court on or before 5:00 p.m. Eastern time on _____, 2016 (the “**IP Order Entry Date**”); or

9.3.4 if the Closing Date shall not have occurred on or before 5:00 p.m. Eastern time on _____, 2016 (the “**Outside Date**”).

9.4 Termination by Buyer. This Agreement may be terminated at any time prior to the Closing Date by Buyer as follows:

9.4.1 if there has been a material breach by Seller;

9.4.2 if any Buyer's condition precedent specified in **Section 4.2** shall not have been satisfied or waived and shall have become impossible to satisfy, unless the failure of such condition to have been satisfied was caused primarily by a material breach by Buyer;

9.4.3 if the Chapter 11 Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

9.4.4 upon the closing of the sale (in a single transaction or a series of transactions) of the IP Property or the sale of a material portion of the IP Property to any Person other than Buyer or a designee of Buyer, which sale has been approved by entry of an order of the Bankruptcy Court;

9.4.5 if the IP Property Sale Order is not entered by the Bankruptcy Court on or before 5:00 p.m. Eastern time on the IP Order Entry Date; or

9.4.6 if the Closing Date shall not have occurred on or before 5:00 p.m. Eastern time on the Outside Date.

9.5 **Effect of Termination.** In the event of termination by either Party of this Agreement pursuant to this **Section 9**, written notice thereof shall as promptly as practicable be given to the other Party and thereupon this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by the Parties hereto. Upon termination of this Agreement, (a) this Agreement shall cease to have any force or effect and the Parties shall cease to have any further obligation or liability hereunder to each other, except for any material breach occurring on or before the date of such termination and except pursuant to **Section 2.2.3** (return of Earnest Money Deposit), this **Section 9.5** (Effect of Termination), and **Sections 10.1** (Attorneys' Fees), **10.2** (Notices), **10.5** (Severability), **10.10** (Payment of Fees and Expenses), **10.11** (Limitation of Liability), **10.18** (Non-Recourse), and **10.20** (Jurisdiction), as such obligations are affected by any defined terms contained herein relating thereto or any general principles of interpretation or construction set forth in **Section 10.21**) and (b) all filings, applications and other submissions made pursuant to the transactions contemplated hereby shall, to the extent practicable, be withdrawn from the government authority or person to which made.

10. **Miscellaneous.**

10.1 **Attorneys' Fees.** In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding.

10.2 **Notices.** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested or by e-mail. Notices effected by personal delivery or email transmission shall be deemed to have been given immediately upon such delivery or transmission and notices effected by registered or certified mail shall be deemed to have been given two (2) business days after the date of mailing. Notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this **Section 10.2**.

If to Seller: Outdoor Direct Corporation
300 Athens Brick Road

Athens, Texas 75751
Attn: Mr. David Baker
Email: dbaker@auroramp.com

With a copy to: Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Boulevard, 13th Floor
Los Angeles, CA 90067
Attn: Jeffrey N. Pomerantz, Esq.
E-mail: jpomerantz@pszjlaw.com

To Buyer: LightStar Corporation
c/o Michael D. Warner, Esq.
Cole Schotz, P.C.
301 Commerce Street, Suite 1700
Fort Worth, TX 76462
Fax: 817-810-5265
Email: mwarner@coleschotz.com

10.3 Entire Agreement. This Agreement and any written Confidentiality Agreement between Buyer and Seller relating to the transactions contemplated hereby, and the documents to be executed pursuant hereto, contain the entire agreement between the Parties relating to the sale of the IP Property.

10.4 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto.

10.5 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

10.6 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

10.7 Further Assurances. Each Party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other Party for the purpose of giving effect to the transactions contemplated herein or the intentions of the Parties with respect thereto; provided that such obligation shall not be deemed to require Seller to assume, incur or pay any material cost or expense or otherwise accept any burden, obligation or liability that materially increases those otherwise imposed upon Seller by this Agreement.

10.8 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver; provided, however, that the consent of a Party to the Closing shall constitute a waiver by such Party of any condition precedent to Closing not satisfied as of the Closing Date.

10.9 Brokerage Obligations. Seller and the Buyer each represent and warrant to the other that, other than Piper Jaffrey and Hilco-Streambank (all of whose fees, commissions and other compensation shall be borne and paid solely by Seller pursuant to a separate agreement between Seller and such entities), such Party has incurred no liability to any broker or agent with respect to the payment

of any commission or other compensation regarding the consummation of the transaction contemplated hereby.

10.10 Payment of Fees and Expenses. Except as otherwise expressly provided in this Agreement, each Party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transaction described herein.

10.11 Limitation of Liability. No Party shall have any liability or obligation under or by reason of this Agreement for any punitive, special, indirect, incidental or consequential damages whatsoever, including, but not limited to loss of profits or business interruptions. In no event shall Seller have any liability or obligation under or by reason of this Agreement in any amount exceeding the Purchase Price.

10.12 Survival. The respective representations and warranties of Buyer and Seller under Section 5 and Section 6 of this Agreement, respectively, shall lapse and cease to be of any further force or effect effective upon the Closing. Except as provided in the immediately preceding sentence, the covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall not be deemed waived or otherwise affected by the Closing.

10.13 Assignments. This Agreement shall not be assigned by any Party hereto without the prior written consent of the other Party hereto, which consent the Parties may grant or withhold in their sole and absolute discretion; *provided*, that Buyer shall be permitted to assign its right to purchase all or any portion of the IP Property to any one or more affiliates of Buyer and *provided further* that any such assignment(s) shall in no way release or relieve Buyer from any liability or obligation under this Agreement.

10.14 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

10.15 Applicable Law. This Agreement shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such State.

10.16 Construction. In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

10.17 Counterparts. This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the Parties agree upon request of the other Party to undertake to provide original signatures as soon thereafter as reasonable in the circumstances.

10.18 Non-Recourse. No past, present or future director, officer, employee, or incorporator of Buyer or Seller shall have any liability for any obligation or liability of Buyer or Seller under this Agreement or for any claim, counter-claim, cause of action or demand based on, in respect of, or by reason of, the transactions contemplated hereby except for any claim against any individual based on the fraud or gross negligence of such individual in connection with any representations of Buyer or Seller hereunder.

10.19 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

10.20 Jurisdiction.

10.20.1 Without limiting any Party's right to appeal any order of the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.1 hereof. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10.20.2 Each of the Parties hereby consents to process being served by any other Party in any suit, action or proceeding by personal delivery of a copy thereof in accordance with the provisions of Section 10.1.

10.21 Interpretation and Rules of Construction. In this Agreement, except to the extent that the context otherwise requires:

10.21.1 when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated;

10.21.2 the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

10.21.3 whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation";

10.21.4 the words "hereof," "herein" and "hereunder" and works of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

10.21.5 all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

10.21.6 the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

10.21.7 any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;

10.21.8 references to a person are also to its permitted successors and assigns;
and

10.21.9 the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

BUYER:

LightStar Corporation,
a Delaware Corporation

By: *[Signature]*
Name: J. Basil Baiskone
Its: President

SELLER:

Outdoor Direct Corporation,
a Texas Corporation,
Debtor and Debtor in Possession

By: *[Signature]*
Name: Laura Kendall
Its: Deputy Restructuring Officer

SCHEDULES

Schedule 1.1
Schedule 5.5

IP Property
IP Property Disclosure Schedule

THE BRINKMANN CORPORATION
U.S. TRADEMARKS

TRADEMARK	TYPE	OWNER	DATE OF FIRST USE	FILING DATE	SERIAL NUMBER	PUB. DATE	REG. DATE	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BACKROADS	Word	TBC	08/01/78	08/04/00	76103,119	05/29/01	07/30/02	2602271	IC 011	Portable outdoor barbecue grills and smokers, and replaceable parts therefor.
BRINKMANN	Word+Design	TBC	06/12/78	11/13/78	721193,053	09/16/80	03/12/81	1153730	IC 009	Electrical Extension Cords, Barbeques, Radar Detectors, and Electronic Metal Detectors, Hand Phones and Search Coils, and Electric Connectors for Use Therewith.
BRINKMANN	Word+Design	TBC	08/24/78	11/13/78	721193,053	09/16/80	05/12/81	1153730	IC 011	Portable Electric Lights and Filters, and Replacement Lamps.
BRINKMANN	Word	TBC	06/12/78	01/17/03	76483,115	10/05/04	03/03/15	4693679	IC 009	Motion sensitive outdoor lights.
BRINKMANN	Word	TBC	01/01/79	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 004	Charcoal briquettes and wood chunks for use in smoking and grilling food.
BRINKMANN	Word	TBC	01/01/79	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 006	Metal brackets, metal compost bins, metal garden hose hangers, and metal tubs and metal flashlight key rings.
BRINKMANN	Word	TBC	01/01/90	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 007	Vacuum cleaners and accessories, namely, brushes and suction nozzles for vacuum cleaners, vacuum cleaner hoses and hose adapters, filters, filter bags for vacuum cleaners, vacuum cleaner extension wands, vacuum cleaner crevice tools, vacuum cleaner dollies, and accessory kits comprising vacuum cleaner brushes, suction nozzles, hoses, vacuum cleaner extension wands and vacuum cleaner crevice tools.
BRINKMANN	Word	TBC	01/01/90	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 008	Hand tools, namely, protractor saw guides and multi-purpose hand tools comprising pliers, knife blades, screwdrivers, hole punches, bottle openers, can openers, fish scalers and files in one unit, hand utensils, namely, meat hooks.
BRINKMANN	Word	TBC	01/01/90	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 009	Batteries, wall mount brackets for battery chargers and flashlight, cooking thermometers, electrical extension cords, electric connectors, electric converters, electronic mineral and metal detectors, flashlight and spotlight, accessories sold together or separately, namely, transmitters, lighter plugs and filter caps.
BRINKMANN	Word	TBC	06/12/78	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 009	Barbecue grills and smokers, gas cookers and gas fryers, combined outdoor gas grills comprised of a grill, side burner, hanging rack in a warming area, kitchen sink and ice bucket, replacement parts and accessories for barbecue grills and smokers and gas cookers and gas fryers sold separately, namely, charcoal lighters and charcoal starters, lighting products, namely, flashlights, spotlights, electric and fluorescent lanterns, rechargeable lights and spotlights, low voltage and solar-powered lights, electric night lights for outdoor work use, underwater and buoy lights used for fishing, flashlight and spotlight replacement parts and accessories sold together, namely, replacement bulbs, nylon and leather carry cases and holster and belt holders, flashlight and spotlight replacement parts and accessories sold separately, namely, replacement bulbs, replacement parts and accessories for barbecue grills, smokers, gas cooker and gas fryers sold separately, wheelbarrows and hand carts for carrying weighted objects and dollies.
BRINKMANN	Word	TBC	01/01/90	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 012	Wheelbarrows and hand carts for carrying weighted objects and dollies.
BRINKMANN	Word	TBC	08/01/92	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 021	House wares and garden accessories, namely, pails, rinsing tubs, dust pans, metal pans for use as drain pans, watering cans, trash cans, bird feeders.
BRINKMANN	Word	TBC	01/01/79	01/17/03	76979,024	10/05/04	06/08/10	3797964	IC 030	Seasonings and spices.
BRINKMANN	Word	TBC	01/01/90	11/19/12	85782,978	05/14/13	07/30/13	4375385	IC 021	Cooking and grilling tools and accessories, namely, pots and metal cooking strainers.
BRINKMANN	Word	TBC	01/01/90	11/19/12	85782,989	05/14/13	07/30/13	4375387	IC 021	Grill covers.
BRINKMANN	Word	TBC	08/31/09	02/07/13	85943956	05/07/13	07/23/13	4372625	IC 021	Cooking and grilling tools, namely, longes.
BRINKMANN BACKYARD KITCHEN	Word	TBC	10/31/00	10/11/00	76145,244	10/22/02	11/04/03	2779986	IC 011	Combined outdoor grill and kitchen appliance units comprised of gas grills, stoves and coolers.
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89407,551	06/07/11	07/01/14	4560539	IC 004	Charcoal lighter fluid, charcoal briquettes, wood chips for smoking, grilling, and flavoring foods, candle torches, patio torches.
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89407,554	01/10/12	06/17/14	4552003	IC 006	Metal accessories and replacement parts for electric lighting fixtures, namely, cable clips, caps, gaskets, lens caps, metal clips for timers, plugs, hooks, knobs, stems, screws, stakes and wire rope fittings of metal, namely, sockets, metal accessories and replacement parts for grilling products, namely, ash guards, base door stops, casters, chests, cotter pins, doors, door latches and assemblies, door handles, fireboxes, grates, hinge pins, hose hangers, meat racks, parts like containing tools and hardware, shelf brackets, support rings, and wheels, metal gardening products, namely, bird baths, compost bins, and hose hangers, fasteners for use in boats, tubs, and shelf brackets.
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89407,556	06/07/11	07/01/14	4560540	IC 007	Vacuum cleaners and their components, namely, brushes, crevice tools, dust filters and bases, cleaner bags, cleaner heads, hose adapters, pumps, suction nozzles, and extension wands, power-operated sprayers for insecticides, stoves and bike caps for grills.
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89407,558	06/07/11	07/08/14	4564403	IC 008	Hand tools, namely, digging tools for burying cables, files, ice picks, longes, protractor saw guides, can openers, pliers, screwdrivers, scalers, and meat hooks, household utensils, namely, knives, forks, and spoons.

BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89077,564	01/10/12	06/17/14	4552004	IC 009	Accessories and replacement parts for portable lighting products, namely, batteries, battery chargers, battery packs, battery sticks, carrying cases, lens filters, and specialty holders; optical lens covers; plug-in connectors; electronic mineral and metal detectors; wall mount brackets; extension cords; electric outlet boxes; electric outlet box covers; electric outlets; electric plugs; cooking thermometers; LED, low voltage and HID light controls; accessories and replacement parts for electric lighting fixtures, namely, battery packs, bulbs, cables, cable connectors, caps for lighting fixtures, converters, decorative hoods, decorative rods, electric couplings, electric wires, conductors and connection fittings thereof; electrical connector housings; electrical controllers; electrical terminal blocks; gaskeys for light fixtures; glass lantern globes; knobs, jams, lens cages, lens covers, lenses; light reflectors, metal clips for lenses; mounting rings; poles with electrical sources in protective covers; riser assemblies; risers; screws; sockets for electric lights; stakes; timers; power distribution boxes; replacement bulbs; rechargeable electric batteries; sheathes for electric cables.
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	89077,568	01/17/12	06/24/14	4556165	IC 011	Electric lighting fixtures, namely, landscape lighting, lanterns, LED light emitting diode) lighting fixtures, low voltage fixtures, solar powered lighting fixtures, bollards, candle lanterns, ceiling fans, ceiling lights, deck lights, decorative lights for use near or under water, electric light decorative strings, electrical lighting fixtures for use with 120, 110 and 12 volt voltage, HID light fixtures, luminaires, night lights, outdoor patio umbrella lighting, rope lights for trees, shrubs and bushes, tree landscape lighting, fixtures that drape or hang from outdoor patio umbrellas, torches, wall lights, and wall lights; filters; heaters and pumps sold in combination for use in outdoor landscape gardens, pools, and ponds; misting systems and mats for outdoor cooling for use alone or with outdoor chains and fountains; misting systems and mats with electric lighting; outdoor automated mist systems for insect and pest control; accessories and replacement parts for electric lighting fixtures, namely, cables, cable connectors, conductors and connection fittings thereof; converters; covers; electric plugs; electric cords; electric couplings; electric sensors; electric wires; electrical connector housings; electrical controllers; electrical terminal blocks; poles with electrical sources in protective covers; power distribution boxes; replacement bulbs; rechargeable electric batteries; risers; sheathes for electric cables; solar batteries; sockets for electric lights; solar panels; timers; transformers; and voltage regulators for electric power; portable lighting products, namely, flashlight, fluorescent lamps and tubes, floodlights, hand-held combination spotlights and flashlights, headlamps, lanterns, search lights, spot lights, and tactical flashlights; accessories for portable lighting products, namely, fiber optic attachments for use with flashlights; portable electric fans, ceiling fans, electric heaters, and patio heaters; underwater and buoy lights used for fishing; trailer lights for boats; optical lens covers; plug-in connectors; light collectors; wall mount brackets; electric bulbs; electric lamps; electric outlet boxes; electric outlet box covers; electric outlets; trailer lights; grilling products, namely, barbecue grills, charcoal grills, electric grills, gas grills, ovens, roasters, ovenseries, smokers, stoves; trailerable heavy duty grills and smokers; folding portable grills, gas and electric deep fat cookers and fryers; replacement parts and accessories for grilling products, namely, air vents and air vent dampers, ash collector boxes, ash pans, ash trays, axes, axe caps, bezels, burners, canopies, canopy grommets, carts, cart brackets, cooler pins, crossover channels, domes, doors, door kits, base door stops, drawers, drawer kits, dip pans, end caps, fireboxes, grille adjusters, grates, grease cups, grease cup brackets, grill basket guides, grill basket hangers, grill baskets, grill caps, grill lights, grill scrubbers, handle stops, handles, heat shield plates, heat shields, heating elements, hinge pins, hood bumper stops, hood liner inserts, hoods, hoses, tubs/pans, gnyer, rubber caps, kick plates, knobs, lazy rocks, legs, legs, metal racks, name plates, padded ribs containing grill assembly components and lids, pan brackets, panel bases, panel frames, panel supports, panels, pans, photo power cords, rails, regulators, straps, side tables, spark shields, springs, support rings, tables and carts designed to hold grills, thermometer handles, warming trays, water pans, wheels, wood clips, wood stakes, and natural gas pressureless kits, connection hoses and tools for hook-up.

BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,570	01/17/12	04/22/14	4519004	IC 012	Wheelbarrows, dollies, fitted covers for boats and marine vehicles, hand carts for carrying weighted objects, utility trailers for portable grills; carts for grills; cart brackets, canopies and canopy grommets for grills; grill heat shields; and grill heat shield plates
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,571	01/17/12	04/22/14	4519005	IC 020	Non-metal accessories and replacement parts for electric lighting fixtures, namely, caps, clips for trimers, hooks, knobs, riser assemblies, risers, screws, stakes, wall brackets, and small brackets; plastic decorative mounting hardware used in the assembling and securing of Christmas decorations, namely, hooks, supports and tree clips; non-metal casters; cart brackets; bins; storage racks; fasteners, non-metal key rings; non-metal support rings for grills; wall brackets; shelf brackets; gazing globes; and patio furniture
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,582	01/17/12	05/13/14	4529804	IC 021	Cooking and grilling tools and accessories, namely, ash guards, ash pans, charcoal water pans, ceramic tile inlays, cooking skewers, cooking tool sets, drip pans, fireboxes, graters, griddles, grill covers, grill scrubbers, grates, grease trays, ice containers, kitchen tongs, marinade injectors, meat racks, paddles, pan liners, pots, skimmers, spatulas, wire baskets, wire brushes, and natural gas conversion kits comprising hoses and tools for hook-up, tuneup, and camping grills
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,584	01/24/12	05/06/14	4526031	IC 024	Open mats; unified covers for boats and marine vehicles; and straps for electric light fixtures
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,589	06/21/11	07/08/14	4564404	IC 027	Grill mats
BRINKMANN OUTDOOR LIVING	Word	TBC	02/28/14	07/02/10	85/077,590	05/24/11	07/01/14	4560541	IC 030	Seasonings, marinades, flavorings, and dry rubs
CHARRON	Word	TBC	10/31/98	03/18/03	76/498,013	05/10/05	08/02/05	2980409	IC 011	Portable outdoor barbecue grills and smokers, and parts therefor.
COOK'N CAJUN	Word	TBC	03/05/71	11/21/02	76/488,869	07/29/03	10/21/03	2775202	IC 011	Cooking apparatus, namely, gas, charcoal, and electric smokers, grills and cookers
COOK'N CAJUN	Word+Design	TBC	03/05/71	05/26/71	72/393,142	10/03/72	04/06/99	9440689	IC 011	Gas cooking unit and charcoal grill smoker
ENDURA	Word	TBC	02/02/98	09/19/90	76/132,005	03/19/02	06/11/02	2577651	IC 011	Electric outdoor lights
GRILL KING	Word	TBC	06/30/99	11/15/12	85/780,330	PENDING	PENDING	PENDING	IC 011	Grills, namely, barbecue grills, charcoal grills, gas grills and folding portable charcoal, propane and gas grills, barbecue smokers
HOMEGUARD	Word	TBC	09/16/87	04/07/89	73/791,685	08/22/89	11/14/89	1566778	IC 011	Rechargeable electric lights
LONGHORN	Word	TBC	10/07/98	08/03/00	76/103,381	05/12/01	02/11/03	2887113	IC 011	Portable outdoor barbecue grills and smokers, [travelable heavy duty barbecue grills and smokers], and parts therefor.
MR MEAT SMOKER	Word	TBC	05/16/70	09/08/93	74/494,292	04/26/94	07/19/94	1846540	IC 011	Food preparation equipment, namely, portable electric and charcoal cookers and parts and components therefor, for commercial or domestic use.
PAGODA	Word	TBC	02/17/98	05/23/01	76/285,187	04/08/08	06/24/08	3451674	IC 011	Electric outdoor lights
PITMASTER	Word	TBC	04/23/93	08/15/94	74/561,082	08/15/94	06/04/96	1977690	IC 011	barbecue smokers, namely units for smoke cooking and grilling of food
POW-R-VAC	Word	TBC	10/27/67	10/30/90	74/110,875	10/30/90	05/26/92	1688801	IC 009	electric vacuum cleaners for domestic use
ROADMASTER	Word	TBC	10/01/98	08/04/00	76/103,120	08/04/00	07/30/02	2802272	IC 011	Portable outdoor barbecue grills and smokers, travelable heavy duty barbecue grills and smokers, and replacement parts therefor.
SMOKE KING	Word	TBC	12/28/82	01/28/83	73/411,417	01/28/83	04/10/84	1273424	IC 011	Smoker Grill
SMOKE 'N GRILL	Word	TBC	09/01/75	09/22/00	76/133,949	09/22/00	08/06/02	2630776	IC 011	barbecue grills and smokers.
SMOKE 'N PIT	Word	TBC	02/15/63	10/17/80	73/282,186	10/13/81	07/05/82	1184641	IC 011	Roasting and barbecuing pits.
SMOKERS BLEND	Word	TBC	02/01/93	08/14/93	74/435,977	09/14/93	07/19/94	1845322	IC 004	Hickory and mesquite wood smoking briquets.
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 004	Charcoal briquettes, wood smoking briquettes and wood chunks for use in smoking and grilling food
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 009	electric converters.
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 011	outdoor cooking grills, electric, gas and charcoal outdoor cookers and smoker grills for domestic use, and metal ash guards for outdoor cooking and smoking grills; electric heating elements for cooking appliances, and fitted covers for outdoor cooking grills made of aluminum
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 021	charcoal smokers and crab tongs; metal water pans, rib racks, and strainer and smoker baskets for cooking
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 024	oven inlts.
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 024	spaces
SMOKESHOP	Word	TBC	04/01/94	02/22/94	74/493,374	02/22/94	04/09/96	1966142	IC 030	electric outdoor lights.
SOLAR GALLERY	Word	TBC	02/10/00	09/19/00	76/132,004	09/19/00	08/20/02	2980651	IC 011	Solar powered electric outdoor lights.
SOLAR MAX	Word	TBC	01/18/89	03/27/89	73/788,462	03/27/89	11/21/89	1567000	IC 011	barbecue smokers, namely, units for smoke cooking and grilling of food; replacement parts for barbecue smokers, namely, legs, doors, bodies, charcoal pans, water pans, grill grates, domes, support brackets and handles, and accessories for barbecue smokers, namely, covers.
SPORTSMAN SMOKER	Word	TBC	02/11/77	11/23/10	85/183,604	10/23/12	01/08/13	4270495	IC 011	

STILLWATER	Wood	TBC	10/01/98	08/04/00	78/103,121	08/04/00	08/27/02	2613294	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TRAILMASTER	Wood	TBC	10/01/98	08/03/00	78/103,201	08/03/00	07/02/02	2589591	IC 011	Portable outdoor barbecue grills and smokers, [trailerable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TREASURE SENSOR	Wood	TBC	03/01/76	08/20/01	76/302,606	08/20/01	08/06/02	2604522	IC 009	Electronic mineral and metal detectors.
URBAN PRAIRIE	Wood	TBC	01/28/01	10/15/02	78/174,707	10/15/02	12/21/04	2912654	IC 011	Solar-powered outdoor lighting.
WEEKENDER	Wood	TBC	02/08/93	01/11/95	74/620,066	01/11/95	11/28/95	1938946	IC 011	smokers and grills, namely barbecue smokers and barbecue grills used in food preparation.
WINDY	Wood	TBC	02/17/82	03/19/82	73/355,519	03/19/82	11/08/83	1256766	IC 011	Portable Fans

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS

TRADE MARK	COUNTRY	OWNER	DATE OF FIRST USE	FILING DATE	REG. DATE	REG. NUMBER	INTL. CLASS	GOODS & SERVICES
BRINKMANN (Word Mark)	CA	TBC	09/01/75	09/12/00	09/17/04	TM613,042	no class system	Barbecues, smokers and grills; portable electric lights, flashlights, yardlights, light fixtures, spotlights, and solar rechargeable lights, and accessories therefor, namely replacement lamps and filters; charcoal fired and electric roasting, grill
BRINKMANN (Word Mark)	CN	TBC	09/01/75	09/22/00	10/21/01	1654078	IC 011	lighting apparatus and installations;
BRINKMANN (Word Mark)	EU	TBC	09/01/75	07/21/00	10/23/01	1784537	IC 011	Apparatus for lighting, heating and cooking barbecues; barbecue apparatus; smokers; grills; portable electric lights; flash lights; yard lights; light fixtures; spotlights; solar rechargeable lights; light bulbs; filters for lights; lamps; parts and fittings for all the aforesaid goods
BRINKMANN (Word Mark)	HK	TBC	09/01/75	07/21/00	10/23/02	137222002	IC 011	Barbecues, smoke grills, grills, portable electric lights, flashlights, lights for outdoor use, light fixtures, spotlights, solar rechargeable lights and parts and fittings therefor; replacement lamps and lens covers for filtering light beam for spotlight
BRINKMANN (Word Mark)	JP	TBC	09/01/75	09/15/00	11/16/01	4522252	IC 011	Barbecues, smokers and grills; portable electric lights, flashlights, yard lights, light fixtures, spotlights, and solar rechargeable lights, and accessories therefor, namely, replacement lamps and filters
BRINKMANN (Word Mark)	MX	TBC	09/01/75	07/21/00	11/27/01	723856	IC 011	parillas (aparatos para cocinar), asador (aparatos para cocinar), aparatos de aluminado portátiles, lamparas sordas, (internas y externas de aluminado, lamparas de pablo, aparatos de aluminado tales como faros de vehiculos, faroles, instalaciones de aluminado, luces solares y los accesorios de todos los productos antes mencionados incluidos en esta clase como filtros, partes de barbacoas, grills and smokers.
SMOKE 'N GRILL	CA	TBC	09/01/75	11/01/79	11/04/80	252207	no class system	Electronic roasting and grilling barbecue cooker for domestic use.
SMOKE 'N PIT	CA	TBC	09/16/75	11/01/79	03/20/81	256935	no class system	Roasting and grilling barbecue cooker for domestic use.
SMOKE 'N PIT	JP	TBC		05/29/80	09/27/85	1609098	IC 011	Roasting and grilling barbecue cooker for domestic use.
SPORTSMAN SMOKER	CA	TBC	04/15/77	11/01/79	10/16/81	TMA 263463	no class system	Electric roasting and grilling barbecue cooker for domestic use.
TREASURE SENSOR	CA	TBC	05/28/76	11/01/79	09/29/80	249,912	no class system	Electronic mineral and metal detector and accessories for plastic ground marks for use with electronic mineral and metal detector

Domain Name	Account No.	Points To	Private	Folder	Auto Renew	Expiration Date	WHOIS Administrative Contact	WHOIS Technical Contact	Account Holder
brinkmann2d.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	On	11/17/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannconsumer.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannconsumer.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmanncorp.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	9/29/2015	Domain Contact	Domain Contact	The Brinkmann Corporation
brinkmanncorp.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	2/3/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
brinkmanncorporation.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	8/31/2016	Domain Contact	Domain Contact	The Brinkmann Corporation
brinkmanncorporation.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	2/5/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
brinkmannlighting.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannlighting.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannlink.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannlink.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannoutlet.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/18/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannoutlet.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/18/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannpaarts.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannproducts.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/24/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
brinkmannsolar.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannsolar.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	11/17/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannspecialmarkets.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	4/12/2019	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannoutlet.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/18/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
brinkmannoutlet.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/18/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
grillking.com	23338837	authns1.qwest.net authns2.qwest.net	Yes	Default	On	5/2/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
grillparts.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	8/30/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
grillpartsonline.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/27/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
grillpartspro.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	On	2/20/2019	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
grillsmokestore.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	5/20/2015	Domain Contact	Domain Contact	The Brinkmann Corporation
mailbu2d.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	On	11/7/2016	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
maxfragrill.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/6/2015	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
maxfragrill.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/6/2015	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
maxfragrills.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/6/2015	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
maxfragrills.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/6/2015	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
outdoorlightingstore.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/6/2015	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
remingtonlighting.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	2/15/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
remingtonlightingapparel.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	7/11/2017	The Brinkmann Corporation	The Brinkmann Corporation	The Brinkmann Corporation
thebrinkmanncorp.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	12/27/2016	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorp.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	4/9/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorp.info	23338837	authns1.qwest.net authns2.qwest.net	Yes	Default	Off	4/9/2016	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorp.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	12/27/2016	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorp.xyz	23338837	authns1.qwest.net authns2.qwest.net	Yes	Default	Off	6/9/2015	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorporation.com	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/24/2019	Domain Contact	Domain Contact	The Brinkmann Corporation
thebrinkmanncorporation.net	23338837	authns1.qwest.net authns2.qwest.net	No	Default	Off	3/24/2019	Domain Contact	Domain Contact	The Brinkmann Corporation

**THE BRINKMANN CORPORATION
U.S./ FOREIGN UTILITY PATENTS - GRILLS**

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
Natural gas conversion kit (139303)	STOP MECHANISM FOR REGULATING THE FLOW OF GAS TO A GAS GRILLING	Provisional	TBC	08/09/08	61087,561	02/10/11	20110030501	9,110,491	08/18/15
Gas cooking appliance having an automatic gas shutoff mechanism	AUTO-GAS SHUT OFF VALVE	Provisional	TBC	04/30/09	61174,111	11/04/10	20100275897	8,151,786	04/10/12
New quick assembly cart (155884)	QUICK ASSEMBLY GRILL AND METHOD	Provisional	TBC	02/29/10	61172,422	01/26/12	201200017890	8,602,017	12/10/13
Propane tank fuel gauge (172172)	PROPANE TANK FUEL GAUGE FOR BARBECUE GRILL	Provisional	TBC	07/21/11	61707,694	04/03/14	20140090635	PENDING	PENDING
BBQ grill with handle light (172173)	BARBECUE GRILL HAVING HANDLE WITH LIGHTING DEVICE	Provisional	TBC	09/28/12	61707,727	04/03/14	20140090633	PENDING	PENDING
Continuation in Part of New quick assembly cart (195345)	QUICK ASSEMBLY GRILL AND METHOD	Provisional	TBC	04/23/09	61172,478	06/19/14	20140165992	9,211,036	12/15/15
Universal crossover channel	UNIVERSAL CROSSOVER CHANNEL FOR GAS GRILLS	Utility	TBC	12/05/13	PENDING	PENDING	PENDING	PENDING	PENDING
		PCT (CA)	TBC	PENDING	PENDING	PENDING	PENDING	PENDING	PENDING
		PCT (CN)	TBC	PENDING	PENDING	PENDING	PENDING	PENDING	PENDING
		PCT (MX)	TBC	07/09/14	MX/A/2016/000257	PENDING	PENDING	PENDING	PENDING

**THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - GRILLS**

DESCRIPTION	PATENT NAME	OWNER	FILING	APP. NUMBER	PATENT	ISSUE
Gas Camping Stove	COOKING STOVE	TBC	05/17/01	29/142161	D462,562	09/10/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	TBC	09/19/00	29/129,750	D476,188	06/24/03
Vertical Smoker Heavy-Duty Charcoal / Wood Smoker & Grill	VERTICAL SMOKER	TBC	02/05/03	29/175536	D493,328	07/27/04
Turkey Fryer Stand	TURKEY FRYER STAND	TBC*	09/26/03	29/190696	D503,068	03/22/05
Single Burner Camp Stove	PORTABLE STOVE	TBC**	03/25/04	29/202,180	D512,264	12/06/05
Two Burner Camp Stove	PORTABLE STOVE	TBC*	04/30/04	29/204596	D514,871	02/14/06
Ultra High-End SS Grill (4905)	GRILL	TBC	09/21/05	29/238842	D536,918	02/20/07
Ultra High-End SS Grill Lid (Model 4905)	GRILL LID	TBC	12/07/06	29/269,786	D554,944	11/13/07
J-Lid 6330 and 6340	GRILL LID	TBC	04/25/06	29/258778	D557,066	12/11/07
2007 Charcoal Version A2 Grill Lid	GRILL LID	TBC	07/07/06	29/262,700	D557,067	12/11/07
4400RB Grill Lid	GRILL LID	TBC	02/09/07	29/272,511	D557,068	12/11/07
Drop-In Lid	GRILL LID	TBC	06/14/06	29/261,581	D557,555	12/18/07
6345 Target Seamless Lid	GRILL LID	TBC	06/14/06	29/261,584	D557,556	12/18/07
Model HD Xcast SBA Grill Lid	GRILL LID	TBC	08/29/06	29/265,406	D557,557	12/18/07
6320 RB Beveled Lid	GRILL LID	TBC	09/01/06	29/265,568	D557,558	12/18/07
2007 Charcoal Version B2 Grill Lid	GRILL LID	TBC	07/07/06	29/262,701	D558,518	01/01/08
Professional Charcoal Grill	GRILL	TBC	06/01/06	29/260,908	D560,415	01/29/08
Island Grill	GRILL	TBC	06/23/06	29/262,040	D560,416	01/29/08
2007 Charcoal Version A2 Grill	GRILL	TBC	07/07/06	29/262,699	D560,417	01/29/08
Model HD Xcast SBA Grill	GRILL	TBC	08/29/06	29/265,403	D560,418	01/29/08
Chef's Island Grill	GRILL	TBC	01/09/07	29/271,112	D560,419	01/29/08
6320R AD Grill Lid - Smiley Face	GRILL LID	TBC	11/30/06	29/269,570	D562,629	02/26/08
Grill Lid (Spill Lid)	GRILL LID	TBC	05/21/07	29/286,928	D562,630	02/26/08

6320RC D Elec-Tech Island Grill	GRILL	TBC	08/29/06	29/265,402	D563,150	03/04/08
Grill Lid (Waparound Cast)	GRILL LID	TBC	07/28/07	29/289,709	D572,973	07/15/08
Grill (8750 Luxury Island)	GRILL	TBC	03/19/08	29/301,850	D581,198	11/25/08
Grill (8550 Grill)	GRILL	TBC	03/19/08	29/301,849	D581,199	11/25/08
Triple-Function Grill (Cont'n)	GRILL	TBC	01/11/08	29/294,461	D584,562	01/13/09
Vertical Smoker 5505	VERTICAL SMOKER	TBC	06/17/08	29/319,925	D586,608	02/17/09
Grill (3246 Dual Zone)	GRILL	TBC	06/17/08	29/319,923	D586,609	02/17/09
Grill (8410)	GRILL LID	TBC	06/17/08	29/319,919	D586,615	02/17/09
Grill Lid (Boxy Lid)	GRILL LID	TBC	08/31/07	29/291,515	D587,525	03/03/09
Vertical Gas Smoker - 2 Door	VERTICAL GAS SMOKER	TBC	12/24/08	29/313,307	D598,698	08/25/09
Grill (9425)	GRILL LID	TBC	01/29/09	29/313,668	D604,557	11/24/09
Grill Lid (9520)	GRILL LID	TBC	02/12/09	29/313,794	D604,558	11/24/09
Dual Smoker (3821)	SMOKER	TBC	05/20/10	29/349,925	D636,217	04/19/11
Grill Lid (1750)	GRILL LID	TBC	02/16/10	29/348,877	D651,455	01/03/12
Grill Lid (2410)	GRILL LID	TBC	01/04/11	29/372,734	D656,786	04/03/12
Mirri Tailgate Grill - 9390 - with Half Griddle	GRILL	TBC	04/08/11	29/389,321	D657,183	04/10/12
Mirri Tailgate Grill - 9490 - with Full Griddle	GRILL	TBC	04/08/11	29/389,327	D656,773	04/03/12
Partitioned Grill (2390)	GRILL	TBC	05/03/11	29/391,107	D662,347	06/28/12
Dual Function Charcoal/Gas Spill Lid (3250) (161456)	GRILL	TBC	07/22/11	29/397,943	D671,798	12/04/12
* - Listed as Brinkman (with only one N) in PTO database						
** - Listed as Brinkmann in PTO database						

**THE BRINKMANN CORPORATION
FOREIGN PATENTS - GRILLS**

DESCRIPTION	PATENT NAME	PATENT	COUNTRY	PATENT	ISSUE DATE
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Beluux	33465-00	02/21/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	France	635733-740	11/28/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Germany	40102689.2	05/07/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Great Britain	2100337	09/19/00
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Hong Kong	110383.3	08/16/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Japan	1129984S	11/02/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Mexico	16001	01/23/04

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT	ISSUE
Hanging Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/01	29/138,178	D475,797	08/10/03
Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/29/00	29/134,905	D458,702	06/11/02
Victorian Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/29/00	29/134,996	D461,921	08/20/02
Victorian II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/29/00	29/134,955	D455,514	04/09/02
Kettle Lantern Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	03/06/01	29/138,177	D457,978	05/28/02
Pagoda Lantern Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	03/06/01	29/138,179	D457,676	05/21/02
Flit Torch Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	02/27/01	29/137,805	D464,158	10/08/02
Tulip Solar Renaissance II	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29/140,073	D482,134	08/27/02
New Victorian - Target Model	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29/140,070	D470,963	02/25/03
Modern Pagoda Solar Gallery® Metal Series II	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29/140,072	D461,978	08/13/02
Round Lantern Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29/140,071	D461,977	08/13/02
Main Street - Target	SOLAR POWERED OUTDOOR LIGHT	TBC	08/06/02	29/165,238	D477,683	07/22/03
Patio Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	08/06/02	29/165,237	D481,819	11/04/03
Urban Prairie Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	08/06/02	29/165,234	D477,890	07/29/03
Window Pane Pagoda Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	08/06/02	29/165,235	D482,478	11/18/03
Round Lantern Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	29/176,294	D485,366	01/13/04
Ranch - Target Model	SOLAR POWERED OUTDOOR LIGHT	TBC	05/23/03	29/182,368	D499,503	12/07/04
Coach Light & Hanging Coach Light Endura® Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	29/176,299	D492,437	06/29/04
Mission Light / Hanging Mission Light Endura® Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	29/176,298	D490,556	05/25/04
Post Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	29/176,292	D495,084	08/24/04
Post Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29/192,540	D508,581	08/16/05
Modern Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29/192,541	D494,689	08/17/04
Traditional Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29/192,534	D492,055	06/22/04
Crossbar Pagoda Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29/192,535	D504,189	04/19/05
Post Light II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29/192,539	D497,684	10/26/04
Tiffany Solar Light	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29/225,091	D527,133	08/22/06
Flare Solar Light	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29/225,076	D530,034	10/10/06
Mirrored Flare Solar Light	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29/225,067	D529,652	10/03/06
Solar Spotlight	SOLAR POWERED OUTDOOR LIGHT	TBC	02/18/05	29/223,791	D387,435	12/11/07
Solar Path Light	SOLAR LIGHT	TBC	04/26/05	29/228,686	D528,242	09/12/06
Solar Address Post Light	SOLAR ADDRESS LIGHT	TBC	09/30/05	29/239,626	D529,217	09/26/06
Solar Rotisserie Motor	SOLAR ROTISSERIE MOTOR	TBC	06/30/06	29/262,041	D567,760	04/29/08
Solar Wall Sconce (Octagon)	LIGHT FIXTURE	TBC	12/08/06	29/269,824	D553,286	10/16/07
Patterned Lens Model	SOLAR-POWERED OUTDOOR LIGHT	TBC	05/21/07	29/286,927	D563,584	03/04/08
Classic Lantern	SOLAR-POWERED OUTDOOR LIGHT	TBC	05/22/07	29/286,932	D563,016	02/26/08
Heritage In Bronze	SOLAR-POWERED OUTDOOR LIGHT	TBC	05/21/07	29/286,926	D563,015	02/26/08
Candle Lantern	SOLAR-POWERED OUTDOOR LIGHT	TBC	05/21/07	29/286,930	D563,585	03/04/08
Beveled Light	SOLAR-POWERED OUTDOOR LIGHT	TBC	05/21/07	29/286,931	D563,586	03/04/08
Solar Spotlight	SOLAR-POWERED LIGHT	TBC	08/06/07	29/289,933	D564,690	03/18/08
Target Round Lantern	SOLAR-POWERED LIGHT	TBC	08/17/07	29/291,217	D573,287	07/15/08
Target SL-8	SOLAR-POWERED LIGHT	TBC	08/06/07	29/289,932	D565,773	04/01/08
Target Large Tier	SOLAR-POWERED LIGHT	TBC	09/14/07	29/291,576	D567,170	04/22/08
Solar Panel	SOLAR PANEL	TBC	01/26/10	29/348,662	D629,551	12/21/10

**THE BRINKMANN CORPORATION
FOREIGN PATENTS - SOLAR LIGHTING**

DESCRIPTION	PATENT NAME	PATENT	COUNTRY	PATENT NUMBER	ISSUE DATE
Solar Max® SL-2 and SL-3	SOLAR POWERED OUTDOOR LIGHT	Design	France	Z/6475	04/25/90
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	France	291476	01/04/91
Solar Path Light	SOLAR LIGHT	Design	Canada	112793	01/19/07
Solar Path Light	SOLAR LIGHT	Design	Germany	40505182.1	12/16/05
Patterned Lens Model	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121404	07/14/08
Patterned Lens Model	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152347.9	12/24/08
Classic Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121408	07/14/08
Classic Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152348.3	12/24/08
Solar Spotlight	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121405	04/01/08
Solar Spotlight	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152352.X	12/17/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121403	04/10/08
Heritage in Bronze	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152349.8	12/24/08
Candle Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121406	07/14/08
Candle Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152350.0	12/24/08
Beveled Light	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121407	04/10/08
Beveled Light	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152351.5	11/26/08

**THE BRINKMANN CORPORATION
FOREIGN PATENTS - LOW-VOLTAGE**

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	DESIGN NUMBER	ISSUE DATE	APP. DATE	EXP. DATE
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	United Kingdom	2018817	5/18/1992	11/7/1991	11/7/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Belux	22063-02	11/5/1991	11/5/1991	11/5/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	France	916887-0001	1/21/1992	11/5/1991	11/5/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Germany	M9107958-0002	4/15/1992	11/7/1991	11/7/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Italy	1991MIO00785-0001	10/3/1994	11/7/1991	11/7/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	United Kingdom	2018818	5/18/1992	11/7/1991	11/7/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Belux	22063-03	11/5/1991	11/5/1991	11/5/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	France	916886-0001	1/21/1992	11/5/1991	11/7/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Germany	M9107958-0003	4/15/1992	11/7/1991	11/7/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Italy	1991MIO00786-0001	10/3/1994	11/7/1991	11/7/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	United Kingdom	2021582	9/21/1992	3/17/1992	11/7/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	United Kingdom	2018819	10/3/1994	11/7/1991	11/7/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Belux	22063-04	11/5/1992	11/5/1991	11/5/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	France	916885-0001	7/5/1996	11/5/1991	11/7/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Germany	M9107958-0004	4/15/1992	11/7/1991	11/7/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Design	Italy	1991MIO00787-0001	10/3/1994	11/7/1991	11/7/2016
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Utility	Canada	2.075.532	2/27/1996	8/7/1992	8/7/2012
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Utility	Mexico	177824	4/28/1995	8/7/1992	8/7/2007
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Utility	Canada	2.075.606	4/23/1996	8/7/1992	8/7/2012
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE	Utility	Mexico	180100	11/16/1995	8/7/1992	8/7/2007

**THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - OTHER**

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER
Exercise Device	EXERCISE DEVICE WITH A SAFETY	Utility	TBC	05/05/05	11/1/22,388	11/09/06	2008/0252609	7455629

REDACTED PAGES 28-33

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "*Amendment*"), is made and entered into as of May 17, 2016 by and between Outdoor Direct Corporation, a Texas corporation formerly known as The Brinkmann Corporation ("*Seller*"), and LightStar Corporation, a Delaware corporation ("*Buyer*").

RECITALS

A. Seller and Buyer are parties to an Asset Purchase Agreement dated February 2016 (the "*Purchase Agreement*"). Capitalized terms used in these recitals have the meanings ascribed to them in the Purchase Agreement unless otherwise specified.

The Parties wish to make certain amendments to the Purchase Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the Purchase Agreement shall have the same meanings as defined therein, unless otherwise defined herein.

2. Amendment to Section 2.1 of Purchase Agreement. Section 2.1 of the Purchase Agreement is hereby replaced in its entirety with the following:

Purchase Price. The consideration to be paid by Buyer to Seller for the IP Property shall be cash in an amount equal to [REDACTED] (the "*Purchase Price*").

3. Amendments to Schedule 1.1.

(a) The listing of the domain names set forth in Schedule 1.1 to the Purchase Agreement, per Footnote 3 to the *Motion of Debtor Outdoor Direct Corp. f/k/a The Brinkmann Corporation for Order: (A) Approving Bidding Procedures for the Auction of Debtor's Intellectual Property; (b) Scheduling an Auction and Sale Hearing; and (C) Granting Related Relief* [Docket No. 555], is supplemented to also include all rights, title, and interest in **brinkmann.net** as of: (i) April 1, 2017, or (ii) such earlier date as confirmed by Seller that Seller no longer requires access to brinkmann.net.

(b) The Schedule 1.1 is further supplemented to also include all rights, title, and interest in any and all prototypes relating to the IP Property that are located at the Simonton Warehouse, Dallas, Texas.

4. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the Purchase Agreement shall remain in full force and effect and shall apply to any purchase thereunder.

5. Conditions Precedent. This Amendment shall be effective when Buyer and Seller each shall have received an executed original hereof.

6. References. All references in the Purchase Agreement to “this Agreement” shall be deemed to refer to the Purchase Agreement as amended hereby; and any and all references in the ancillary agreements to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended hereby.

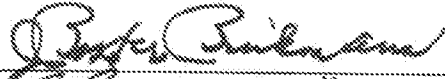
7. Applicable Law. This Amendment shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such state.

8. Counterparts. This Amendment may be signed in counterparts. The Parties further agree that this Amendment may be executed by the exchange of facsimile or electronic pdf signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances and any Party’s failure to provide an original signature shall not affect the validity, enforceability, and binding effect of this Amendment.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

BUYER:

LightStar Corporation,
a Delaware Corporation

By: 
Name: J. Brent Berkman
Its: President

SELLER:

Outdoor Direct Corporation,
a Texas Corporation,
Debtor and Debtor in Possession

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

BUYER:

LightStar Corporation,
a Delaware Corporation

By: _____
Name: _____
Its: _____

SELLER:

Outdoor Direct Corporation,
a Texas Corporation,
Debtor and Debtor in Possession

By: *Laura C. Kendall*
Name: Laura Kendall
Its: Deputy Restructuring Officer

STILLWATER	TEC	10/01/89	02/04/02	79/131.121	09/04/00	06/27/02	2612534	IC 011	Portable outdoor barbecue grills and smokers, [replaceable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TRAILMASTER	TEC	10/01/89	02/03/02	79/131.201	02/03/00	07/02/02	2652591	IC 011	Replaceable outdoor barbecue grills and smokers, [replaceable heavy duty barbecue grills and smokers,] and replacement parts therefor.
TREASURE SENSOR	TEC	09/01/95	03/02/01	76/022.506	04/22/01	03/16/02	3604322	IC 009	Electronic mineral and metal detectors
URBAN PRIME	TEC	01/29/01	10/15/02	79/174.717	10/15/02	12/21/04	2910854	IC 011	Self-powered outdoor lighting
WEEKENDER	TEC	02/28/83	01/11/85	74/652.066	01/11/85	11/22/85	3939046	IC 011	Smokers and grills, namely barbecue smokers and barbecue grills used in food preparation
WIPY	TEC	02/17/01	03/19/02	72/055.513	03/19/02	11/29/03	1259765	IC 011	Portable fans

THE BRINKMANN CORPORATION
FOREIGN TRADEMARKS

TRADEMARKS	COUNTRY	DIVIDER	DATE OF FIRST USE	EXPIRES DATE	REG. NUMBER	INT'L CLASS	GOODS & SERVICES
BRINKMANN (Word Mark)	CA	TBC	06/07/75	06/07/2003	3446513/342	no class system	Barbecues, smokers and grills; portable electric lights; flashlights, penlights, pencils, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters; charcoal, fire and electric roasting, grill
BRINKMANN (Word Mark)	CA	TBC	06/07/75	06/07/2003	354678	IC 011	Barbecues, smokers and grills; portable electric lights; flashlights (electric torch), yard lights, spotlights, solar rechargable lights; lighting apparatus and assemblies.
BRINKMANN (Word Mark)	EU	TBC	06/07/75	06/07/2003	1784537	IC 011	Apparatus for lighting, roasting and cooking; barbecues, barbecue apparatus, smokers; grills; portable electric lights; flash lights, yard lights, light fixtures, spotlights, solar rechargable lights; light bulbs; filters for lamps; lamps; parts and fittings for all the above said goods
BRINKMANN (Word Mark)	FR	TBC	06/07/75	06/07/2003	137222002	IC 011	Barbecues, smokers grills, grills; portable electric lights; flashlights, lights for outdoor use, light fixtures, spotlights, solar rechargable lights and parts and fittings therefor; replacement lamps and lens covers for lighting; light beams for analysis
BRINKMANN (Word Mark)	JP	TBC	06/07/75	06/07/2003	4532252	IC 011	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
BRINKMANN (Word Mark)	MX	TBC	06/07/75	06/07/2003	723556	IC 011	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
BRINKMANN (Word Mark)	CA	TBC	06/07/75	06/07/2003	332007	no class system	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
SMOKE 'N' GRILL	CA	TBC	08/09/95	08/09/2003	346836	no class system	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
SMOKE 'N' GRILL	CA	TBC	08/09/95	08/09/2003	1020082	IC 011	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
SMOKE 'N' GRILL	CA	TBC	08/09/95	08/09/2003	13425462	no class system	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters
SMOKE 'N' GRILL	CA	TBC	08/09/95	08/09/2003	245352	no class system	Barbecues, smokers and grills; portable electric lights; flashlights, yard lights, light fixtures, spotlights, and solar rechargable lights; auto accessories therefor; namely: replacement lamps and filters

THE BRINKMANN CORPORATION
U.S./ FOREIGN UTILITY PATENTS - GRILLS

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
Natural gas conversion kit (19830.1)	STOP MECHANISM FOR REGULATING THE FLOW OF GAS TO A GAS GRILL	Provisional Utility	TBC	09/29/08	51097.551	02/10/11	20140335501	9,110,481	08/18/13
Gas cooking appliance having an automatic gas shutoff mechanism	AUTO-GAS SHUT OFF VALVE	Provisional Utility	TBC	09/30/08	51774.111	11/04/10	201300275897	8,151,705	04/12/12
New quick assembly cart (158904)	QUICK ASSEMBLY GRILL AND METHOD	Provisional Utility	TBC	06/23/08	51772.178	01/26/12	20120317293	8,652,017	12/10/13
Propane tank fuel gauge (172172)	PROPANE TANK FUEL GAUGE FOR BARBECUE GRILL	Provisional Utility	TBC	09/28/12	61702.694	04/03/14	20140306035	PENDING	PENDING
BBQ grill with handle light (172172)	BARBECUE GRILL HAVING HANDLE WITH LIGHTING DEVICE	Provisional Utility	TBC	09/28/12	61702.727	04/03/14	20140306033	PENDING	PENDING
Contribution to Part of New quick assembly cart (195248)	QUICK ASSEMBLY GRILL AND METHOD	Utility	TBC	06/27/13	14049.459	08/19/14	20140155582	8,311,039	12/15/15
Universal crossover channel	UNIVERSAL CROSSOVER CHANNEL FOR GAS GRILLS	PCT (CN)	TBC	04/23/09	14058.753	PENDING	PENDING	PENDING	PENDING
		PCT (MX)	TBC	07/05/14	1024205500257	PENDING	PENDING	PENDING	PENDING

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - GRILLS

DESCRIPTION	PATENT NAME	OWNER	FILING	APP. NUMBER	PATENT	ISSUE
Gas Camping Stove	COOKING STOVE	TBC	09/17/01	29142161	D462,562	09/19/02
Stikmark Backyard Kitchen	CUT-DOWN KITCHEN GRILL	TBC	09/19/00	29129,750	D476,188	06/24/03
Vertical Smoker Heavy-Duty Charcoal / Wood Smoker & Grill	VERTICAL SMOKER	TBC	02/05/03	291175536	D493,326	07/27/04
Turkey Fryer Stand	TURKEY FRYER STAND	TBC*	09/26/03	291191696	D503,068	05/22/05
Single Burner Camp Stove	PORTABLE STOVE	TBC**	03/25/04	29232,190	D512,264	12/06/05
Two Burner Camp Stove	PORTABLE STOVE	TBC*	04/30/04	29274,696	D514,971	02/14/06
Ultra High-End SS Grill (4935)	GRILL	TBC	09/21/05	292338842	D538,918	02/23/07
Ultra High-End SS Grill Lid (Model 4805)	GRILL LID	TBC	12/07/06	29295,786	D554,944	11/19/07
L-LR 8030 and 5040	GRILL LID	TBC	04/25/06	29258778	D557,066	12/11/07
2007 Charcoal Version A2 Grill Lid	GRILL LID	TBC	07/07/08	29282,700	D557,087	12/11/07
4403PB Grill Lid	GRILL LID	TBC	02/05/07	29272,511	D557,088	12/11/07
Drop-In Lid	GRILL LID	TBC	06/14/08	29281,591	D557,555	12/18/07
6345 Target Seamless Lid	GRILL LID	TBC	06/21/08	29281,584	D557,556	12/18/07
Model HD X-coast 55A Grill Lid	GRILL LID	TBC	09/29/06	29285,406	D557,557	12/18/07
8320 RB Beveler Lid	GRILL LID	TBC	09/01/08	29255,566	D557,558	12/18/07
2007 Charcoal Version B2 Grill Lid	GRILL LID	TBC	07/07/06	29292,701	D558,619	01/01/08
Professional Charcoal Grill	GRILL	TBC	06/01/06	29280,508	D560,415	01/29/08
Island Grill	GRILL	TBC	06/23/08	29282,040	D560,416	01/29/08
2007 Charcoal Version A2 Grill	GRILL	TBC	07/07/06	29252,689	D560,417	01/29/08
Model HD X-coast 55A Grill	GRILL	TBC	04/29/06	29285,403	D560,418	01/29/08
Che's Island Grill	GRILL	TBC	01/09/07	29271,112	D562,419	01/29/08
932ER AD Grill Lid - Smiley Face	GRILL LID	TBC	11/30/06	29269,570	D562,829	02/26/08
Grill Lid (Soft Lid)	GRILL LID	TBC	05/21/07	29286,929	D562,830	02/26/08

IPC CLASS	CLASS	INVENTOR	GRILL	PATENT	COUNTRY	PATENT	ISSUE DATE
B32D09C, D, E, H, Hc, Tech Island, Grill	GRILL		TBC	06/29/06	29/265,402	D563,150	03/04/08
Grill Lid (Waparound Case)	GRILL LID		TBC	07/26/07	29/289,709	D572,973	07/15/08
Grill (8750 Luxury Island)	GRILL		TBC	03/19/08	29/301,950	D681,198	11/25/08
Grill (8950 Grill)	GRILL		TBC	03/19/08	29/301,949	D561,189	11/25/08
Triple Function Grill (Com'n)	GRILL		TBC	07/17/08	29/294,451	D584,562	01/13/09
Vertical Smoker: 5505	VERTICAL SMOKER		TBC	06/17/08	29/319,925	D585,605	02/17/09
Grill (3248 Dual Zone)	GRILL		TBC	06/17/08	29/319,923	D586,809	02/17/09
Grill (8+1D)	GRILL LID		TBC	05/17/06	29/319,819	D586,515	02/17/09
Grill Lid (Box Lid)	GRILL LID		TBC	08/31/07	29/291,515	D687,525	03/03/09
Vertical Gas Smoker - 2 Door	VERTICAL GAS SMOKER		TBC	12/24/08	29/313,307	D689,896	08/25/09
Grill (9+2E)	GRILL LID		TBC	01/29/09	29/313,868	D604,557	11/24/09
Grill Lid (8E3D)	GRILL LID		TBC	02/17/09	29/313,794	D604,555	11/24/09
Dual Smoker (8E21)	SMOKER		TBC	05/29/10	29/349,925	D635,217	04/19/11
Grill Lid (175B)	GRILL LID		TBC	02/15/10	29/348,877	D681,456	01/03/12
Grill Lid (241D)	GRILL LID		TBC	01/04/11	29/372,734	D586,766	04/03/12
Mini Tailgate Grill - 6750 - with Half Griddle	GRILL		TBC	04/08/11	29/389,321	D697,183	04/10/12
Mini Tailgate Grill - 9490 - with Full Griddle	GRILL		TBC	04/08/11	29/389,327	D686,773	04/03/12
Partitioned Grill (235D)	GRILL		TBC	05/03/11	29/391,107	D682,347	06/26/12
Dual Function Charcoal/Gas Grill Lid (325D) (161456)	GRILL		TBC	07/22/11	29/397,943	D671,788	12/04/12

* - Listed as Brinkmann (with only one N) in PTO database

** - Listed as Emkramm in PTO database

**THE BRINKMANN CORPORATION
FOREIGN PATENTS - GRILLS**

DESCRIPTION	PATENT NAME	PATENT	COUNTRY	PATENT	ISSUE DATE
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Belgium	33485-00	02/21/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	France	535743-740	11/28/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Germany	46132659.2	05/07/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Great Britain	21160337	09/19/00
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Hong Kong	110983.3	08/18/02
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Japan	1129984S	11/02/01
Brinkmann Backyard Kitchen	OUTDOOR KITCHEN GRILL	Design	Mexico	18001	01/23/04

THE BRINKMANN CORPORATION
U.S. DESIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT	ISSUE
Hanging Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/01	29135172	D475797	06/19/03
Cypress Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/25/00	29134505	D458792	06/11/03
Victorian Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/25/00	29134396	D461921	09/20/02
Victorian II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	12/29/03	29134955	D455514	04/09/02
Wentle Lantern Solar Renaissance II	SOLAR POWERED OUTDOOR LIGHT	TBC	03/05/01	29138177	D457978	05/28/02
Pagoda Lantern Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	03/05/01	29138173	D457676	05/21/02
Fit Torch Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	02/27/01	29137505	D484155	10/26/02
Julia Solar Renaissance II	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29140073	D482134	08/27/02
New Victorian - Target Model	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29140070	D470963	02/25/03
Modern Pagoda Solar Renaissance II	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29140072	D461578	08/13/02
Round Lantern Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	04/10/01	29140071	D461577	08/13/02
Main Street - Target	SOLAR POWERED OUTDOOR LIGHT	TBC	05/05/02	29185238	D477893	07/22/03
Patric Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	05/05/02	29185237	D481819	11/04/03
Upton Prairie Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	08/05/02	29185234	D477980	07/29/03
Window Pane Pagoda Solar Renaissance	SOLAR POWERED OUTDOOR LIGHT	TBC	08/05/02	29185235	D482478	11/19/03
Round Lantern Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	291176284	D465385	01/13/04
Rainbow - Target Model	SOLAR POWERED OUTDOOR LIGHT	TBC	05/23/03	29182386	D488503	12/02/04
Coach Light & Hanging Coach Light Enduro® Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	291176288	D452437	06/23/04
Mission Light / Hanging Mission Light Enduro® Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	291176289	D452437	06/23/04
Post Light Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	02/19/03	291176252	D495184	05/24/04
Modern Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29182540	D508581	08/18/05
Traditional Tier Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29182541	D494993	09/17/04
Crossbar Pagoda Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29182534	D492055	05/27/04
Post Light II Solar Gallery® Metal Series	SOLAR POWERED OUTDOOR LIGHT	TBC	10/24/03	29182535	D504188	04/19/05
Tiffany Solar Light	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29225076	D487684	10/26/04
Mirrored Flame Solar Light	SOLAR POWERED OUTDOOR LIGHT	TBC	03/08/05	29225075	D527133	05/22/06
Solar Spotlight	SOLAR POWERED OUTDOOR LIGHT	TBC	02/18/05	29223761	D536034	10/18/06
Solar Address Light	SOLAR ADDRESS LIGHT	TBC	04/25/05	29223761	D529582	10/03/06
Solar Address Post Light	SOLAR ADDRESS LIGHT	TBC	03/30/05	29229626	D567435	12/11/07
Solar Address Motor	SOLAR ADDRESS LIGHT	TBC	06/23/06	29229625	D526242	09/12/06
Solar Address Post Light	SOLAR ADDRESS LIGHT	TBC	12/06/06	29262041	D526241	09/26/06
Patented Lens Model	SOLAR POWERED OUTDOOR LIGHT	TBC	05/21/07	29285827	D553286	10/19/07
Heritage In Bronze	SOLAR POWERED OUTDOOR LIGHT	TBC	05/22/07	29285832	D563584	03/04/08
Reveled Light	SOLAR POWERED OUTDOOR LIGHT	TBC	05/21/07	29285930	D563016	02/26/08
Taxed Round Lantern	SOLAR POWERED OUTDOOR LIGHT	TBC	05/21/07	29285929	D563585	03/04/08
Taxod St-8	SOLAR POWERED LIGHT	TBC	08/06/07	29285933	D574532	03/03/08
Target Large Tier	SOLAR POWERED LIGHT	TBC	08/17/07	29285931	D552287	07/15/08
Solar Panel	SOLAR POWERED LIGHT	TBC	08/16/07	29285932	D555713	04/03/08
Solar Powered Outdoor Light (Black Mini Window	SOLAR PANEL	TBC	03/04/07	29251576	D557170	04/22/08
	SOLAR LIGHT	TBC	01/26/10	29348562	D829551	12/21/10

THE BRINKMANN CORPORATION
FOREIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	PATENT	COUNTRY	PATENT NUMBER	ISSUE DATE
Solar Max® SL-2 and SL-3	SOLAR POWERED OUTDOOR LIGHT	Design	France	275475	04/25/90
SL-7 Solar Home Security Motion Detector	LIGHT AND MOTION SENSOR	Design	France	291476	07/04/91
Solar Path Light	SOLAR LIGHT	Design	Canada	112793	01/19/07
Solar Path Light	SOLAR LIGHT	Design	Germany	40505192.1	12/16/05
Patterned Lens Model	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	171404	07/14/03
Patterned Lens Model	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730150247.5	12/24/09
Classic Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	171406	07/14/03
Classic Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152348.5	12/24/09
Solar Spotlight	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121405	04/01/08
Solar Spotlight	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152350.X	12/24/09
Perizaje in Bronze	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121403	04/01/08
Perizaje in Bronze	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152349.8	12/24/09
Candle Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	171406	07/14/03
Candle Lantern	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152350.0	12/24/09
Beveled Light	SOLAR-POWERED OUTDOOR LIGHT	Design	Canada	121407	04/10/08
Beveled Light	SOLAR-POWERED OUTDOOR LIGHT	Design	China	ZL200730152351.5	11/26/09

THE BRINKMANN CORPORATION
FOREIGN PATENTS - LOW-VOLTAGE

DESCRIPTION	PATENT NAME	PATENT TYPE	COUNTRY	DESIGN NUMBER	ISSUE DATE	APP. DATE	EXP. DATE
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	United Kingdom	2018817	5/18/1992	11/17/1991	11/17/2018
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Belgium	220653-02	11/5/1991	11/5/1991	11/5/2018
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	France	516551-0001	12/11/1992	11/5/1991	11/5/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Germany	365107552-0002	4/16/1992	11/17/1991	11/17/2016
Heritage Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Hav	1691M03000785-0000	12/31/1994	11/17/1991	11/17/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	United Kingdom	2018819	5/19/1992	11/17/1991	11/17/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Belgium	220653-03	11/5/1991	11/5/1991	11/5/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	France	516556-0001	12/11/1992	11/5/1991	11/5/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Germany	365107558-0003	4/16/1992	11/17/1991	11/17/2016
Sierra Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Hav	1591M03000786-0003	10/31/1994	11/17/1991	11/17/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	United Kingdom	2021582	8/21/1992	3/11/1992	11/17/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Belgium	2018819	10/31/1994	11/17/1991	11/17/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	France	220653-04	11/5/1992	11/5/1991	11/5/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Germany	316555-0001	7/5/1996	11/5/1991	11/17/2016
Premier Landscape Design Series	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Hav	365107555-0004	4/15/1992	11/17/1991	11/17/2016
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Canada	20715.532	10/24/1994	11/17/1991	11/17/2016
Low Voltage Outdoor Light Fixture - Lens	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Canada	20715.532	12/21/1996	8/7/1992	8/7/2012
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Mexico	177624	4/29/1995	8/7/1992	8/7/2007
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Canada	20715.536	4/23/1995	8/7/1992	8/7/2012
Low Voltage Outdoor Light Fixture - Connector	LOW VOLTAGE OUTDOOR LIGHT FIXTURE DESIGN	Design	Mexico	189100	11/26/1995	8/7/1992	8/7/2007

THE BRINKMANN CORPORATION
U.S. UTILITY PATENTS - OTHER

DESCRIPTION	PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER
Exercise Device	EXERCISE DEVICE WITH A SAFETY	Utility	IBC	05/05/05	11/122,359	11/09/05	2006/0252609	7456929

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this “*Second Amendment*”), is made and entered into as of March 1, 2017 by and between LightStar Corporation, a Delaware corporation (“*Buyer*”), and Outdoor Direct Corporation, a Texas corporation formerly known as The Brinkmann Corporation, as Chapter 11 debtor in possession (“*ODC*”). In this Agreement, ODC is referred as the “*Seller*” and Buyer and Sellers are sometimes referred to individually as a “*Party*” and collectively as “*Parties*.”

RECITALS

A. Seller, along with certain of its affiliates, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

B. The Parties are parties to that certain *Asset Purchase Agreement* filed with the Bankruptcy Court on March 26, 2016 as docket number 556-2 (the “*Original Purchase Agreement*”), and that *First Amendment to Asset Purchase Agreement* dated May 17, 2016 (the “*First Amendment*”) (collectively “*the Agreement*”) and approved pursuant to the *Order as to Debtor Outdoor Direct Corporation f/k/a the Brinkmann Corporation (A) Approving Asset Purchase Agreement and Authorizing the Sale of the Debtor’s Intellectual Property; (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Rights, Encumbrances and Other Interests Pursuant to Bankruptcy Code Sections 105, 363(b); 363(f) and 363(m); and (C) Granting Related Relief*, entered on May 11, 2016 [Docket No. 702] (the “*Sale Order*”).

The Parties wish to make certain amendments to the Original Purchase Agreement and First Amendment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Unless otherwise expressly defined herein, capitalized terms that are used in this Second Amendment and are defined in the Original Purchase Agreement and First Amendment shall have the same respective meanings given to such terms in the Original Purchase Agreement and First Amendment.

2. Amendments to Purchase Agreement. The following IP Property described on **Exhibit A** is hereby added to Schedule 1.1 and shall constitute acquired IP under the Original Purchase Agreement and First Amendment.

3. No Other Changes. Except as explicitly amended by this Second Amendment, all of the terms and conditions of the Original Purchase Agreement and First Amendment shall remain in full force and effect and shall apply to any purchase thereunder.

4. Conditions Precedent. This Second Amendment shall be effective as of the date first set forth above when Purchaser and Seller each shall have received an executed original hereof.

5. References. All references in the Original Purchase Agreement and First Amendment to “this Agreement” shall be deemed to refer to the respective references set forth in the Original Purchase Agreement and First Amendment, as amended hereby.

6. Applicable Law. This Second Amendment shall be governed by and construed in accordance with the Bankruptcy Code and to the extent not inconsistent with the Bankruptcy Code, the law of the State of Delaware applicable to contracts made and performed in such state.

7. Counterparts. This Second Amendment may be signed in counterparts. The Parties further agree that this Second Amendment may be executed by the exchange of facsimile or electronic pdf signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances and any Party's failure to provide an original signature shall not affect the validity, enforceability, and binding effect of this Second Amendment.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BUYER:

LightStar Corporation,
a Delaware corporation

By: 
Name: J. Baxter Brinkman
Its: Authorized Signatory

SELLERS:

Outdoor Direct Corporation
a Texas corporation,
Debtor and Debtor in Possession

By: _____
Name: David M. Baker
Its: Chief Restructuring Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BUYER:

LightStar Corporation,
a Delaware corporation

By: _____
Name: J. Baxter Brinkman
Its: Authorized Signatory

SELLERS:

Outdoor Direct Corporation
a Texas corporation,
Debtor and Debtor in Possession

By: 
Name: David M. Baker
Its: Chief Restructuring Officer

Signature Page to Second Amendment to Asset Purchase Agreement

Exhibit A

PATENT NAME	PATENT TYPE	OWNER	APP. DATE	APP. NO.	PUB. DATE	PUB. NO.	PATENT NUMBER	ISSUE DATE
UNIVERSAL CROSSOVER CHANNEL FOR GAS GRILLS	Provisional	TBC	07/09/13	61/844,321				
	Utility	TBC	07/09/14	14/327,364	01/15/15	2015/0013663	PENDING	PENDING