

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overton's, Inc.		05/26/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CWI, Inc.		
Street Address:	250 Parkway Drive, Suite 270		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Serial Number:	87191633	COVERMATE	
Serial Number:	87191623	COVERMATE	
Serial Number:	87191618	COVERMATE	
Serial Number:	77284314	COVERMATE	
Serial Number:	75033560	DIVEMASTER	
Serial Number:	87191563	DOCKMATE	
Serial Number:	87191643	DOCKMATE	
Serial Number:	87191635	DOCKMATE	
Serial Number:	76585897	DOCKMATE	
Serial Number:	76585898	DOCKMATE	
Serial Number:	76585896	DOCKMATE	
Serial Number:	76585895	DOCKMATE	
Serial Number:	76585893	DOCKMATE	
Serial Number:	75565740	DOCKMATE	
Serial Number:	87191611	GLADIATOR	
Serial Number:	78596418	GLADIATOR	
Serial Number:	75235149	JET G	
Serial Number:	75033875	JET GLADIATOR	
Serial Number:	87191600	LADY FINGERS	
TRADEMARK			

OP \$1215.00 87191633

Property Type	Number	Word Mark
Serial Number:	87194004	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	87193990	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	87193462	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	87193440	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	87193424	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	87193412	LAUNCHING LIFE ON THE WATER SINCE 1976
Serial Number:	74244474	NEO-SKINS
Serial Number:	87208883	O
Serial Number:	87154241	OVERTON'S
Serial Number:	87181705	OVERTON'S
Serial Number:	87181633	OVERTON'S
Serial Number:	87181654	OVERTON'S
Serial Number:	87181611	OVERTON'S
Serial Number:	87181543	OVERTON'S
Serial Number:	87181511	OVERTON'S
Serial Number:	87181468	OVERTON'S
Serial Number:	87181496	OVERTON'S
Serial Number:	87181528	OVERTON'S
Serial Number:	87181558	OVERTON'S
Serial Number:	87181522	OVERTON'S
Serial Number:	87181481	OVERTON'S
Serial Number:	87181741	OVERTON'S
Serial Number:	87181571	OVERTON'S
Serial Number:	77760185	OVERTON'S
Serial Number:	73640988	OVERTON'S
Serial Number:	87191581	PRO SKINS
Serial Number:	77255607	SHADEMATE
Serial Number:	87208860	SPLASH ISLAND
Serial Number:	77018393	TOONMATE

CORRESPONDENCE DATA

Fax Number: 8474410911

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: 8474419100

Email: pto@nealmcdevitt.com, alenz@nealmcdevitt.com

Correspondent Name: Richard B. Biagi/Neal & McDevitt, LLC

Address Line 1: 1776 Ash Street

Address Line 4: Northfield, ILLINOIS 60093

ATTORNEY DOCKET NUMBER:	63193 - TM Assignment
NAME OF SUBMITTER:	Richard B. Biagi
SIGNATURE:	/Richard B. Biagi/
DATE SIGNED:	06/01/2017

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of May 26, 2017 by Overton's, Inc., a North Carolina corporation ("Assignor"), to CWI, Inc., a Kentucky corporation ("Assignee").

WHEREAS, Assignor, Assignee and Gander Mountain Company are parties to an Asset Purchase Agreement, dated of May 5, 2017 (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the Trademarks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, (together with all common law rights therein and renewals thereof, collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

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

Assignor does hereby transfer, assign, convey and deliver to Assignee, free and clear of any and all Encumbrances, other than Permitted Encumbrances and Assumed Liabilities (i) all right, title and interest of Assignor in, to and under the Assigned Marks and all goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor, (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect the any of the foregoing, (iv) all rights of priority associated with the foregoing, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, the same to be held and enjoyed by Assignee, and its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes and requests that the Commissioner for Trademarks record Assignee as the assignee and owner of each of the Assigned Marks.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

This Assignment may be executed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

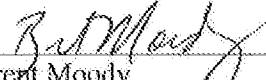
ASSIGNOR

OVERTON'S, INC., Debtor and Debtor in Possession, by
Lighthouse Management Group Inc., its Chief
Restructuring Officer

By: 
Name: James A. Bartholomew
Title: President

ASSIGNEE:

CWI, INC.

By: 
Name: Brent Moody
Title: Chief Operating and Legal Officer

[Signature page to Trademark Assignment (Overton's)]

SCHEDULE I

	Trademark	Serial Number Filing Date	Registration Number Registration Date
1.	COVERMATE	87191633 10/3/2016	5191300 4/25/2017
2.	COVERMATE	87191623 10/3/2016	5191299 4/25/2017
3.	COVERMATE	87191618 10/3/2016	5191298 4/25/2017
4.	COVERMATE	77284314 9/20/2007	3609545 4/21/2009
5.	DIVEMASTER	75033560 12/18/1995	2143879 3/17/1998
6.	DOCKMATE	87191563 10/3/2016	---
7.	DOCKMATE	87191643 10/3/2016	5191302 4/25/2017
8.	DOCKMATE	87191635 10/3/2016	5191301 4/25/2017
9.	DOCKMATE	76585897 4/9/2004	3216132 3/6/2007
10.	DOCKMATE	76585898 4/9/2004	3307757 10/9/2007
11.	DOCKMATE	76585896 4/9/2004	3449928 6/17/2008
12.	DOCKMATE	76585895 4/9/2004	3402235 3/25/2008
13.	DOCKMATE	76585893 4/9/2004	3449927 6/17/2008
14.	DOCKMATE	75565740 10/7/1998	2308937 1/18/2000
15.	GLADIATOR	87191611 10/3/2016	5191297 4/25/2017
16.	GLADIATOR	78596418 3/28/2005	3092698 5/16/2006
17.	JET G	75235149 2/3/1997	2140590 3/3/1998
18.	JET GLADIATOR	75033875 12/18/1995	2155991 5/12/1998
19.	LADY FINGERS	87191600 10/3/2016	---

	Trademark	Serial Number Filing Date	Registration Number Registration Date
20.	LAUNCHING LIFE ON THE WATER SINCE 1976	87194004 10/5/2016	---
21.	LAUNCHING LIFE ON THE WATER SINCE 1976	87193990 10/5/2016	---
22.	LAUNCHING LIFE ON THE WATER SINCE 1976	87193462 10/5/2016	---
23.	LAUNCHING LIFE ON THE WATER SINCE 1976	87193440 10/5/2016	---
24.	LAUNCHING LIFE ON THE WATER SINCE 1976	87193424 10/5/2016	---
25.	LAUNCHING LIFE ON THE WATER SINCE 1976	87193412 10/5/2016	---
26.	NEO-SKINS	74244474 2/10/1992	1729510 11/3/1992
27.	O 	87208883 10/19/2016	---
28.	OVERTON'S 	87154241 8/29/2016	5203552 5/16/2017
29.	OVERTON'S	87181705 9/23/2016	---
30.	OVERTON'S	87181633 9/23/2016	---
31.	OVERTON'S	87181654 9/23/2016	---
32.	OVERTON'S	87181611 9/23/2016	---
33.	OVERTON'S	87181543 9/23/2016	---
34.	OVERTON'S	87181511 9/23/2016	---
35.	OVERTON'S	87181468 9/23/2016	---
36.	OVERTON'S	87181496 9/23/2016	---
37.	OVERTON'S	87181528 9/23/2016	---

	Trademark	Serial Number Filing Date	Registration Number Registration Date
38.	VERTON'S	87181558 9/23/2016	---
39.	VERTON'S	87181522 9/23/2016	---
40.	VERTON'S	87181481 9/23/2016	---
41.	VERTON'S	87181741 9/23/2016	---
42.	VERTON'S	87181571 9/23/2016	---
43.	VERTON'S	77760185 6/15/2009	3823859 7/27/2010
44.	VERTON'S	73640988 1/23/1987	1473630 1/19/1988
45.	PRO SKINS	87191581 10/3/2016	---
46.	SHADEMATE	77255607 8/15/2007	3623733 5/19/2009
47.	SPLASH ISLAND	87208860 10/19/2016	---
48.	TOONMATE	77018393 10/11/2006	3616472 5/5/2009