

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446386

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 Leisure Products, Inc.		09/27/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Masterbuilt Manufacturing, LLC		
Street Address:	1 Masterbuilt Court		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31907		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3149798	SMOKE HOLLOW	
Registration Number:	3636055	SPORTABLE	
Registration Number:	4787428	SMOKE CHEF	
Registration Number:	4989827	SMOKE TRONIX	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048153628		
Email:	rlunsford@sgrlaw.com, mbedsole@sgrlaw.com, docketing@sgrlaw.com		
Correspondent Name:	J. Rodgers Lunsford III		
Address Line 1:	1230 PEACHTREE STREET, N.E., Suite 3100		
Address Line 4:	ATLANTA, GEORGIA 30309		
NAME OF SUBMITTER:	J. Rodgers Lunsford III		
SIGNATURE:	/JRL/		
DATE SIGNED:	10/09/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of September 27, 2017, from Outdoor Leisure Products, Inc., a Missouri corporation ("Assignor") the owner of the referenced intellectual property, to Masterbuilt Manufacturing, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the intellectual property listed on Exhibits A and B attached hereto and incorporated herein by reference, including, (i) the patents and patent applications set forth on Exhibit A hereto and incorporated herein by reference, the inventions claimed or described therein, any foreign patents, patent applications, utility models or other equivalents corresponding thereto or otherwise claiming priority thereto, including any reexamination, renewals and reissues of same already granted and which may be granted, and any divisional, continuation and continuation-in-part applications claiming priority from same or their foreign counterparts, together with additions thereto, substitutions therefor and modifications thereof, any Letters Patent and issues thereof which may be granted upon said patent applications, and any shop rights corresponding to any of the foregoing ("Patents"); (ii) the trademarks set forth on Exhibit B attached hereto and incorporated herein by reference, all United States and foreign trademarks, trade names, service marks, whether registered or unregistered, logos, designs, slogans, domain names, product and packaging designs owned by the Assignor and any registrations or applications for registration thereof as well as any variations in spelling, punctuation, or appearance of such marks, logos, designs or slogans, whether foreign or domestic, and any goodwill associated therewith to the extent any of the foregoing are owned by Assignor and used exclusively in the operation of the Assignor's Smoke Hollow business ("Trademarks"); (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise; (iv) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing or in response to an audit of past payments; and (v) with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's worldwide rights, title and interest in, to and under the Intellectual Property.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors and assigns, all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement of the Intellectual Property, the right to sue for and collect same for its own use and enjoyment, including the right to collect for past damages, and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to record the Patents and Trademarks, the right, title and interest therein, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment; and Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to issue each and every Letters Patent and Certificates of Registration to be granted upon the Patents and Trademarks to the Assignee, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein, in accordance with this Assignment.

4. Assignor hereby agrees to execute, upon request, any and all further papers which may be necessary or desirable to enable the Assignee, its successors and assigns, to file and prosecute the Intellectual Property; and Assignor further agrees to execute any and all further papers which may be necessary or desirable to vest or perfect the title of Assignee, its successors and assigns, in and to the Intellectual Property throughout the world.

- a. The undersigned hereby authorize the law firm of Smith, Gambrell & Russell, LLP to file the present Assignment with the United States Patent & Trademark Office; and
- b. To the extent that it is necessary to correct errors in the Assignment or to otherwise amend the Assignment in order to make the Assignment suitable for recording, the undersigned authorize the law firm of Smith, Gambrell & Russell, LLP to prepare and present any such materials to the undersigned to execute, and to file any such materials with the United States Patent & Trademark Office.

5. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

OUTDOOR LEISURE PRODUCTS, INC.

By: Rick Davidson

Name: Rick Davidson

Title: Chief Executive Officer

State of: Missouri)

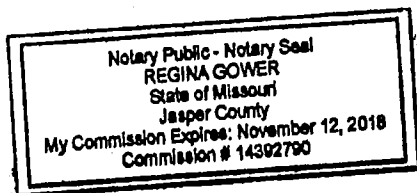
) ss:

County of: Jasper)

On this 22nd day of Sept, 2017, before me personally came the above named Rick Davidson personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

Regina Gower
Notary Public

My Commission Expires:



MASTERBUILT MANUFACTURING, LLC

By: _____

Name: T. Terence Culmone

Title: Vice President

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

OUTDOOR LEISURE PRODUCTS, INC.

By: _____

Name: Rick Davidson

Title: Chief Executive Officer

State of: _____)

) ss:

County of: _____)

On this ____ day of _____, 2017, before me personally came the above named _____ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

Notary Public

My Commission Expires:

MASTERBUILT MANUFACTURING, LLC

By:  _____

Name: T. Terence Culmone

Title: Vice President

[Signature Page to IP Assignment]

EXHIBIT A

PATENTS

Filing Jurisdiction	Patent No.	Issue Date
United States	D604,090 S	November 17, 2009
United States	D605,892 S	December 15, 2009
United States	D614,434 S	April 27, 2010
United States	D621,201 S	August 10, 2010
United States	D627,590 S	November 23, 2010

EXHIBIT B

TRADEMARKS

Mark	Registration No.	Registration Date
SMOKE HOLLOW	3,149,798	9/26/2006
SPORTABLE	3,636,055	6/9/2009
SMOKE CHEF	4,787,428	8/4/2015
SMOKE TRONIX	4,989,827	6/28/2016