

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Dog Outdoors, Inc.		10/02/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Big Dog Hunting, LLC		
Street Address:	20550 Milton Court		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53045		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3249042	BIG DOG TREESTANDS	
Registration Number:	3196880	TIMBER STRIKE TREESTANDS	
CORRESPONDENCE DATA			
Fax Number:	4142235000		
<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:	414-273-2100		
Email:	PTO-WIS@huschblackwell.com, julie.hughes@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	555 E Wells Street, Suite 1900		
Address Line 2:	Brianna M. Schonenberg		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Brianna M. Schonenberg		
SIGNATURE:	/Brianna M. Schonenberg/		
DATE SIGNED:	10/13/2017		
Total Attachments: 4			
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INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT AGREEMENT (“**Assignment Agreement**”), effective as of the 24th day of May, 2017, is made by Big Dog Outdoors, Inc., an Illinois corporation (“**Assignor**”), and Big Dog Hunting, LLC, a Wisconsin corporation with a principal place of business at 20550 Milton Court, Brookfield, Wisconsin 53045 (“**Assignee**”).

WHEREAS, Assignor, and Assignee entered into an Asset Purchase Agreement, dated the 24th day of May, 2017 (“**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW THEREFORE, in consideration of the mutual promises and covenants made below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the intellectual property listed on Exhibit A, and any intellectual property that relates to the intellectual property listed on Exhibit A (the “**Assigned IP**”), including:
 - (a) any and all inventions (whether patentable or not), including any and all patents and patent applications that have been or may be filed throughout the world, that relate to the Assigned IP, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Inventions**”);
 - (b) any and all trademarks (whether registered or not), including any and all trademark registrations and trademark applications that may have been or may be filed throughout the world, that relate to the Assigned IP, together with all common law rights and the goodwill of the business symbolized thereby (the “**Trademarks**”);
 - (c) any and all works of authorship, including any and all copyright registrations and copyright applications that may have been or may be filed throughout the world, that relate to the Assigned IP, together with any derivative works and common law rights (the “**Copyrights**”);
 - (d) 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 throughout the world;
 - (e) 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;

INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT AGREEMENT

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including 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;

(g) the right to file, prosecute, and maintain any applications and registrations relating to any of the foregoing in Assignee's name or otherwise as Assignee may direct anywhere in the world;

(h) the right to freely license, sublicense and assign any of the foregoing; and

(i) all other rights Assignor holds in any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment Agreement upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

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

4. Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Representation and Warranty. The parties represent and warrant that (s)he is duly authorized to execute this Assignment Agreement.

[Signature Page Follows]

INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor have duly executed and delivered this Assignment Agreement as of the day and year indicated below.

ASSIGNOR: Big Dog Outdoors, Inc.

By: 

Name: Kevin McLaughlin

Title: President

Date: 10/2/2017

AGREED TO AND ACCEPTED:

ASSIGNEE: Big Dog Hunting, LLC

By: 

Name: Michael T. Coakley

Title: Manager and Member

Date: 10/2/2017

INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT AGREEMENT

Exhibit A

Inventions

- a) The invention entitled "ROUNDED PLATFORM TREE STAND", which is found in U.S. Design Patent No. D558,897 S, issued on January 1, 2008;
- b) The invention entitled "ROUNDED PLATFORM TREE STAND", which is found in U.S. Design Patent No. D558,898 S, issued on January 1, 2008;
- c) The invention entitled "PAIR OF FOOT PLATFORM SUPPORT TUBES", which is found in U.S. Design Patent No. D613,424 S, issued on April 6, 2010;
- d) The invention entitled "GROUND BLIND", which is found in U.S. Design Patent No. D621,898 S, issued on August 17, 2010; and
- e) The invention entitled "STACKABLE LADDER", which is found in U.S. Design Patent No. D609,365 S, issued on February 2, 2010.

Trademarks

- a) BIG DOG TREESTANDS, U.S. Registration No. 3,249,042 for "Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys" in International Class 28; and
- b) TIMBER STRIKE TREESTANDS, U.S. Registration No. 3,196,880 for "Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys" in International Class 28.