

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATED COMMERCIAL FINANCE, INC.		06/28/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	WHITEWATER OUTDOORS, INC. PREDECESSOR-IN-INTEREST TO CANNON FALLS MFG GROUP, LLC N.K.A. ROBINSON OUTDOOR PRODUCTS, LLC		
Street Address:	W4228 CHURCH STREET		
Internal Address:	P.O. BOX 277		
City:	HINGHAM		
State/Country:	WISCONSIN		
Postal Code:	53081		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3264259	WHITEWATER	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-271-2400		
Email:	sfelde@foley.com, ipdocketing@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	117559-0101		
NAME OF SUBMITTER:	Richard J McKenna		
SIGNATURE:	/R.J. McKenna/		
DATE SIGNED:	11/08/2017		
Total Attachments: 15			

OP \$40.00 3264259

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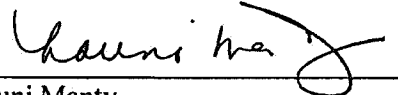
GENERAL BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Nauri Manty, as Trustee for Robinson Outdoor Products, LLC, ("Trustee") hereby conveys and assigns to Blocker Outdoors LLC ("Purchaser") all right, title and interest of Trustee in and to the "Purchased Assets" as such are defined and more particularly described in the Asset Purchase Agreement dated as of May 22, 2017, between Trustee and Purchaser (the "Asset Purchase Agreement").

Other than warranties expressly set forth in the Asset Purchase Agreement, Trustee's transfer of the Purchased Assets is AS IS, WHERE IS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The provisions of this General Bill of Sale are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement.

Dated this 5TH day of July, 2017.



Nauri Manty
Trustee for Robinson Outdoor Products,
LLC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Robinson Outdoor Products, LLC,

Debtor.

Chapter 11
BKY 17-30904 (WJF)

**ORDER AUTHORIZING SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF
LIENS, ENCUMBRANCES AND OTHER INTERESTS**

This matter came before the court on the motion of Nauni Jo Manty, the operating trustee for the bankruptcy estate of Robinson Outdoor Products, LLC, for an order authorizing her to sell all of the debtor's assets free and clear of liens, encumbrances and other interests. Appearances were as noted in the record. Based upon all of the files, records and proceedings herein,

THE COURT HEREBY FINDS AND DETERMINES THAT:

1. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.
2. Adequate and sufficient notice to all creditors and interested parties to this case of the proposed entry of the order was given as noted in Docket No. 119.
3. The relief granted is in the best interest of the estate.
4. Blocker Outdoors LLC is an entity that is entering into this transaction in good-faith within the meaning of 11 U.S.C. § 363(m), and Blocker Outdoors LLC is found not to be a continuation of, or a successor to, debtor or any entity owned by debtor.

NOTICE OF ELECTRONIC ENTRY AND
FILING ORDER OR JUDGMENT
Filed and Docket Entry made on 06/28/2017
Lori Vosejka, Clerk, by TWC

IT IS HEREBY ORDERED:

1. The motion for sale of the debtor's assets free and clear of liens, encumbrances and other interests is granted.

2. The trustee is authorized to sell all of the assets of the debtor set forth in Schedules A and B of the bankruptcy petition, with inventory at book value of \$5,727,562.55 and accounts receivable at value of \$727,512.60; any assets listed on the Statement of Financial Affairs that are claimed to be owned by Scott Shultz that are later proved to be owned by the debtor; and all intangible assets, including Scentblocker, all internet domains, email accounts, social media accounts, customer lists and goodwill, owned by the debtor free and clear of any and all liens, encumbrances and other interests to Blocker Outdoors LLC or an entity created by it and any such sale to Blocker Outdoors LLC shall be, and is, free and clear of any and all liens, encumbrances or other interests. None of the Excluded Assets are being sold.

3. All liens, encumbrances or other interests shall attach to the proceeds of the sale of the assets with the same dignity, priority and extent as held against the property prior to the sale.

4. The trustee is authorized to pay the lien of Associated Bank within five days of closing.

5. The fourteen-day stay as provided by Fed. R. Bankr. P. 6004(h) is waived.

6. The debtor's Assets are being sold "as is, where is" without any representations and warranties.

7. The trustee and her representatives are authorized to take such other actions and execute and deliver such additional documents or instruments as will be reasonably necessary to effectuate the transactions contemplated in the trustee's motion.

8. The trustee is authorized to sell the debtor's Assets upon all the terms set forth in the trustee's motion, this order, and any agreement entered into by the parties.

Dated: *June 28, 2017*

/e/ William J. Fisher

William J. Fisher
United States Bankruptcy Judge

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made and entered into this 30th day of May, 2017, by and between Blocker Outdoors LLC, a Michigan limited liability company, and its assigns (the "Purchaser") and Nauni Manty, the Chapter 11 trustee ("Trustee") for the bankruptcy estate of Robinson Outdoor Products, LLC (the "Debtor").

RECITALS

A. On March 28, 2017, Robinson Outdoor Products, LLC, filed a Chapter 11 bankruptcy petition in the District of Minnesota, BKY 17-30904. On April 24, 2017, Nauni Manty was appointed as the Chapter 11 operating trustee.

B. Purchaser has agreed to purchase certain assets of the Debtor under the terms and conditions set forth below.

AGREEMENTS

In consideration of the recitals and the mutual agreements which follow, the parties agree as follows:

1. Assets to be Purchased. Subject to the terms and conditions set forth in this Agreement, the Purchaser agrees to purchase and the Trustee agrees to sell to Purchaser at the Closing, all of the assets of the Debtor set forth on the bankruptcy schedules, attached hereto as Schedule 1, with inventory at book value of \$5,741,283.52 accounts receivable at value of \$701,521.48 both as of May 30, 2017. In addition, any assets listed on the Statement of Financial Affairs that are claimed to be owned by Scott Schultz that are later proved to be owned by the Debtor will also be sold without an increase in the purchase price. The assets are being sold "as is, where is" without any representations or warranties.
2. Excluded Assets. Notwithstanding any other provisions of this Agreement, the Purchased Assets shall not include the following assets set forth on Schedule 2, attached hereto (collectively, the "Excluded Assets").
3. Exclusion of Liabilities and Obligations. Purchaser does not assume any liabilities, obligations or commitments of the Debtor or the Trustee, whether absolute or contingent, known or unknown, except as specifically set forth herein.
4. Purchase Price and Payment. Purchaser agrees to pay the amount set forth below for the Purchased Assets.
 - a. Amount. In consideration of the Trustee's sale, assignment and transfer of the Purchased Assets, Purchaser shall pay to the Trustee the sum of Two Million, Seven Hundred Thousand Dollars (\$2,700,000.00) (the "Purchase Price"), subject to the adjustments in subsections d through f below.
 - b. Payment Terms. Purchaser agrees to pay the Purchase Price, minus the \$100,000 deposit previously paid by Purchaser to the receiver for the Debtor, via wire transfer at the Closing.

- c. Allocation of Purchase Price. The Purchase Price shall be allocated to the Purchased Assets as mutually agreed by Purchaser and the Trustee by the Closing. All tax returns and reports filed by Purchaser and the Trustee with respect to the transactions contemplated by this Agreement shall be consistent with such allocation.
 - d. Personal Property Taxes. Personal property taxes for the Purchased Assets shall be prorated at Closing by allocating such taxes on a per diem basis with Seller receiving a credit for any such taxes paid in advance for any period after the date of Closing or with Purchaser receiving a credit for the period prior to and including the date of Closing for which such taxes have not been paid by Seller. In the event tax bills for the current year's taxes are not available on the date of Closing, taxes shall be prorated based upon the tax bills for the previous year and increased or decreased based upon any known increase or decrease in the assessed valuation or millage rate. The parties agree to have final utility readings as of the Closing with Seller responsible for the utilities up to the date of Closing and Purchaser responsible for the utilities beginning on the date of Closing.
 - e. Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and such other taxes and recording, filing and other fees (including penalties and interest) incurred in connection with this Agreement or as a result of the conveyance of the Purchased Assets by the Trustee to Purchaser shall be paid by Purchaser when due, and the Trustee will, at its own expense, file all necessary tax returns and other documentation with respect to all such taxes and fees, and if required by applicable law, the Trustee will join in the execution of any such tax returns and other documentation.
 - f. Cash Generated from Accounts Receivable and/or the Sale of Inventory. No inventory will be sold for less than cost without approval by the Purchaser. The Working Capital Adjustment shall be calculated as follows: Purchaser shall receive a reduction in the Purchase price from all receivables collected and all inventory shipped. Purchaser shall increase its purchase price from all new receivables generated. The Formula to be applied will be: Purchase Price equals Offer Price plus Revenue minus collections minus inventory shipped. The baseline for determining these adjustments are the inventory and receivable amounts listed in Section 1.
5. Closing. The Closing (the "Closing") of the transaction contemplated by this Agreement shall take place within five (5) business days after the entry of the Order by the Court in the bankruptcy case approving this Agreement (the "Closing Date") at the offices of Trustee's counsel, Manty & Associates, P.A., 401 Second Avenue North #400, Minneapolis, Minnesota, 55401.
6. Deliveries at Closing. At the Closing, the Trustee shall deliver to Purchaser a Bill of Sale for the Purchased Assets in the form attached hereto as Exhibit "A" duly executed by the Trustee, as well as a copy of the Order from the bankruptcy court that shall be free and clear of all liens and encumbrances. At the Closing, the Purchaser shall deliver to the

Trustee the Purchase Price pursuant to Section 4. At or after the Closing, the Purchaser shall prepare and the Trustee will sign and deliver any transfer documents as Purchaser may reasonably request to confirm the transfer of the ownership of the assets sold to Purchaser, including documents needed to transfer ownership of the trademarks in the records of the Patent and Trademark Office that the Debtor may own.

7. Conditions Precedent to Obligations the Parties. The respective obligations of the parties to close under this Agreement shall be subject to the satisfaction at or prior to Closing of the following conditions
 - a. No Injunction. No preliminary or permanent injunction or other order or decree issued by any federal, state, local, municipal, governmental or quasi-governmental authority or court shall be in effect or pending which materially delays, restrains, enjoins, or otherwise prohibits the transactions contemplated by this Agreement;
 - b. Order. Entry of an Order by the bankruptcy court (the "Order") finding that Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and approving the sale of the Purchased Assets to the Purchaser free and clear of all liens, claims and encumbrances; and
 - c. Operations. Until the Closing, the Trustee shall continue to operate the business of Debtor and will not cause or permit any inventory to be sold for a price that is less than the book value of the inventory without express written consent of Purchaser on each occasion.

8. Representations and Warranties of the Trustee. The Trustee warrants and represents to Purchaser that the statements contained in this Section 8 are true and correct and complete as of the date of this Agreement and shall be true and correct and complete as of the Closing Date.
 - a. Power. The Trustee is the duly appointed Trustee for the bankruptcy estate and has the power to execute and deliver this Agreement and to consummate the transactions provided for herein, subject to bankruptcy court approval.
 - b. Authority. The execution and delivery of this Agreement by the Trustee and the performance by it of the obligations to be performed hereunder is within the Trustee's duties as an operating trustee.
 - c. Title to the Purchased Assets. All of the Debtor's right, title and interest in the Purchased Assets will be transferred to Purchaser pursuant to the Order.
 - d. Limitations on Warranties and Representations. **Purchaser acknowledges and agrees the Purchased Assets are being conveyed by the Trustee "AS IS, WHERE IS" except for the representations and warranties contained in this Agreement, the Trustee makes no express or implied representations or warranties of any kind, including, without limitation, no representations or warranties as to the condition, merchantability, or fitness for a particular**

purpose of the Purchased Assets, the income derived or potentially to be derived from the Purchased Assets or the Debtor's Business, or the expenses incurred or potentially to be incurred in connection with the Purchased Assets or the Debtor's Business.

9. Representations and Warranties of Purchaser. Purchaser warrants and represents to the Trustee that the statements contained in this Section 9 are true, correct and complete as of the date of this Agreement and shall be true, correct and complete as of the Closing Date.
- a. Power. Purchaser is duly organized and validly existing under the laws of the state of incorporation, and has the power to own its property and carry on its business.
 - b. Authority. Purchaser has all necessary power to execute and deliver this Agreement and to consummate the transactions provided for herein. The execution and delivery of this Agreement by Purchaser and the performance by it of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate action. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not conflict with, or result in a breach of, or constitute a default under the terms or conditions of Purchaser's entity documents and agreements, any court or administrative order or process to which Purchaser is a party, any agreement or instrument to which Purchaser is a party or by which Purchaser is bound or any statute or regulation of any governmental agency.
 - c. Execution and Binding Agreement. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legal binding obligation of Purchaser enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity.
10. Miscellaneous.
- a. Amendment and Severability. This Agreement may only be amended by a written agreement of the Trustee and Purchaser. If any provision, clause or part of this Agreement or the application thereof under certain circumstances, is thought to be invalid, the remainder of this Agreement, or the application of each provision, clause or part under other circumstances, shall not be affected thereby.
 - b. Governing Law. This Agreement shall be governed by and subject to the laws of the State of Minnesota.
 - c. Waiver. The failure of the Trustee or Purchaser to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

- d. Notices. Any notice to be given hereunder shall be deemed sufficient if in writing and delivered, in the case of Trustee, to:

Nauni Manty
Chapter 11 Trustee
401 Second Avenue North #400
Minneapolis, MN 55401
nauni@mantylaw.com

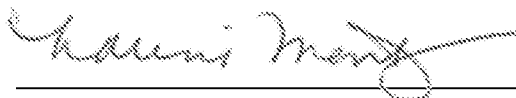
and in case of Purchaser, to:

Aaron Ambur
Blocker Outdoors LLC
1731 Wierengo Drive
Muskegon, Michigan 49442
aaron@scentlok.com

- e. Exclusive Jurisdiction. 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, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. In all claims, actions, classes of action, suits and proceedings relating to the foregoing shall be filed and maintained only in the bankruptcy court, and the parties hereby consent to the jurisdiction of the bankruptcy court.
- f. Enforcement. The parties agree that all costs incurred to enforce the terms of this Agreement, including but not limited to reasonable attorneys' fees, shall be paid by the party in violation of this Agreement to the non-violating party.
- g. Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of this Agreement.
- h. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Nauni Manty as Trustee for Robinson
Outdoor Products, LLC



Nauni Manty

PURCHASER: Blocker Outdoors LLC

Patrick R. Hylant, Jr.
Its: Chief Executive Officer

[Signature Page to the Asset Purchase Agreement dated May 30, 2017]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Nauni Manty as Trustee for Robinson
Outdoor Products, LLC

Nauni Manty

PURCHASER, Blocker Outdoors LLC



Patrick R. Hylant, Jr.
Its: Chief Executive Officer

[Signature Page to the Asset Purchase Agreement dated May 30, 2017]

SCHEDULE 1

ASSETS TO BE PURCHASED

1. The assets identified on Schedule B of the Debtor's bankruptcy petition, attached, other than the Excluded Assets.
2. The assets listed in paragraph 21 of the Statement of Financial Affairs, attached, that are claimed to be owned by Scott Schultz that are later proved to be owned by the Debtor.
3. All intangible assets, including SCENTBLOCKER, all internet domains (including robinsonoutdoors.com and scentblocker.com), email accounts, social media accounts, customer lists and goodwill, etc., including all nonbank account passwords and other login in and administrator credentials.
4. Bottling equipment and a third forklift and including any rights that the debtor has under the license to distribute products between debtor and Spider Products, LLC dated February 15, 2011.

Fill in this information to identify the case:

Debtor name Robinson Outdoor Products, LLC

United States Bankruptcy Court for the: DISTRICT OF MINNESOTA

Case number (if known) 17-30904

Check if this is an amended filing

Official Form 206A/B Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

No. Go to Part 2.

Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of
debtor's interest

(Text Redacted)

(Text Redacted)

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
- Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			

Debtor Robinson Outdoor Products, LLC Case number (if known) 17-30904
 Name

Trademarks Owned (Registered)

Mark	Registration Number	Registration Date			
Scent Shield	1,440,051	May 19, 1987			
Still Steamin'	2,015,866	Nov 12, 1996			
ScentBlocker	2,619,482	Sept 17, 2002			
WindBlocker	2,675,234	Jan 14, 2003			
RainBlocker	2,757,588	Aug 26, 2003			
Whitewater	3,264,259	July 17, 2007			
S3 Stylized	3,649,404	July 7, 2009			
S3	3,684,944	Sept 22, 2009			
Livewire (stylized)	4,246,515	Nov 20, 2012			
Livewire	4,132,690	April 24, 2012			
Spider Monkey	4,103,099	Feb 21, 2012			
Spider Speed Clips	4,183,969	July 31, 2012			
Tree Spider	4,136,364 & 4,147,386	May 1 and May 22, 2012			
Tree Spider (stylized)	4,396,577 & 4,495,131	Sept 3, 2013 and Mar 11, 2014			
ShockBlocker	4,489,633	Feb 25, 2014			
Windbrake	4,689,219	Feb 17, 2015			
Trinity	4,877,881	Dec 29, 2015	\$0.00	N/A	Unknown

(Text Redacted)