

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matzuo America, Inc.		12/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Maurice Sporting Goods LLC		
Street Address:	400 Skokie Boulevard		
Internal Address:	Suite 405		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2468426	MATZUO AMERICA	
Registration Number:	4540100	RIP-N ROLL	
Registration Number:	2980537	SICKLE	
Registration Number:	3909066	ZEN SERIES	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<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:	312.222.0800		
Email:	chiipdocket@michaelbest.com, smprosek@michaelbest.com		
Correspondent Name:	Luke W. DeMarte		
Address Line 1:	444 W. Lake Street, Suite 3200		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	212204-9000-001		
NAME OF SUBMITTER:	Luke W. DeMarte		
SIGNATURE:	/luke w. demarte/		
DATE SIGNED:	03/15/2018		

OP \$115.00 2468426

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 29, 2017, is made by Matzuo America, Inc. (“**Seller**”), a Delaware corporation, located at 1910 Techny Road, Northbrook, Illinois 60065, U.S.A., in favor of Maurice Sporting Goods LLC (“**Buyer**”), a Delaware limited liability company, located at 400 Skokie Boulevard, Suite 405, Northbrook, Illinois 60062, U.S.A., the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement made as of December 7, 2017 between Buyer, on the one hand, and Seller, Maurice Sporting Goods, Inc., Triple Crown Holdings, Inc., South Bend Sporting Goods, Inc., and Danielson Outdoors Company, Inc., on the other hand (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment to Buyer;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest throughout the world in and to the following: (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) 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; and (d) 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, dilution, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks 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 Trademark Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

[signature page to follow]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by authorized representatives of Buyer and Seller as of the date set forth above.

Matzuo America, Inc.

(Seller)

By: [Signature]

Name: Jovy Kettlin

Title: PRM - CEO

State of _____

County of _____

This instrument was acknowledged before me on December _____, 2017 by _____ as an officer of Matzuo America, Inc.

Signature of Notary Public

(Seal)

Maurice Sporting Goods LLC

(Buyer)

By: _____

Name: _____

Title: _____

State of _____

County of _____

This instrument was acknowledged before me on December _____, 2017 by _____ as an officer of Maurice Sporting Goods LLC.

Signature of Notary Public

(Seal)

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by authorized representatives of Buyer and Seller as of the date set forth above.

Matzuo America, Inc.
(Seller)

By: _____

Name: _____

Title: _____

State of _____

County of _____

This instrument was acknowledged before me on December _____, 2017 by _____ as an officer of Matzuo America, Inc.

Signature of Notary Public

(Seal)

Maurice Sporting Goods LLC
(Buyer)

By: _____

Name: Peter L. Holstein

Title: Attorney at Law

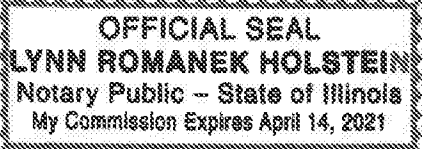
State of Illinois

County of Cook

This instrument was acknowledged before me on December 29, 2017 by Peter L. Holstein as an officer of Maurice Sporting Goods LLC.

Signature of Notary Public

(Seal)



Schedule 1

Mark	Country	App./Reg. Number
MATZUO AMERICA	US	2,468,426
RIP-N ROLL	US	4,540,100
SICKLE	US	2,980,537
ZEN SERIES	US	3,909,066
MATZUO AMERICA	Canada	TMA934471
RIP-N ROLL	Canada	TMA894764
SICKLE	Canada	TMA669152
ZEN SERIES	Canada	TMA784989