

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM473490

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900438532		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldbelt Wolf, LLC		08/10/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Budsgunshop.com, LLC		
<b>Street Address:</b>	1105 Industry Road		
<b>City:</b>	Lexington		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40505		
<b>Entity Type:</b>	Limited Liability Company: KENTUCKY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87000674	LEGEND BASIC AMMUNITION	
<b>Serial Number:</b>	87000663	LEGEND PRO AMMUNITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9732458101		
<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>			
<b>Phone:</b>	973-245-8100		
<b>Email:</b>	dreiss@pmlegalfirm.com		
<b>Correspondent Name:</b>	Danielle J. Reiss, Piscioti Malsch		
<b>Address Line 1:</b>	30 Columbia Turnpike		
<b>Address Line 2:</b>	Suite 205		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Danielle J Reiss		
<b>SIGNATURE:</b>	/danielle reiss/		
<b>DATE SIGNED:</b>	05/10/2018		
<b>Total Attachments: 12</b>			
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### Purchase and Sale Agreement

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of August 10, 2017 (the "Effective Date") between Badgunshop.com, LLC, a Kentucky ~~corporation~~ <sup>LLC</sup> having a principal office at 1105 Industry Road, Lexington, Kentucky 40505 ("Buyer"), and Goldbelt Wolf LLC, a District of Columbia limited liability company having its principal office at 5500 Cherokee Avenue, Suite 200, Alexandria, Virginia ("Seller").

Whereas, Seller desires to sell the equipment, vehicle and other property listed on Exhibit A, and Buyer desires to purchase said equipment, vehicle and other property.

Now therefore, the parties agree as follows:

1. Property Included in Sale: Seller agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller's right, title and interest in and to the equipment, vehicle and other property listed on Exhibit A (the "Property") for the purchase price.
2. Condition Precedent: Buyer's obligation to purchase the Property is conditioned upon the following: That part of the Property that is designated Equipment in Exhibit A shall be set up by Seller and shall produce or be capable of producing ammunition for a period of five days, and that Seller's employee, [REDACTED] shall certify that the equipment is functioning correctly (hereinafter, the "Condition Precedent").
3. Purchase Price: [REDACTED]
4. As-Is. The Property is sold "AS-IS", "WHERE IS" AND "WITH ALL FAULTS". Buyer is familiar with the Property and has had an opportunity to inspect the Property. Seller's sole warranty is that it is the sole owner of all right and title to the Property, that it owns the Property free and clear of any liens or legal encumbrances, and has full power to transfer all right and title to Buyer. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

5. Place of Delivery. Seller will deliver the equipment and vehicles to Buyer at 1800 South Main Street, Paris, Kentucky 40361. The Property shall be considered delivered by Seller and accepted by Buyer upon satisfaction of the Condition Precedent.
6. No Cancellation. Neither party may cancel or terminate this Agreement without the written consent of the other party hereto, provided however, that if Seller fails to satisfy the Condition Precedent by [insert date], Buyer may terminate this Agreement immediately by written notice. If Buyer terminates after the Property has been transported to the place of delivery, Buyer shall reimburse Seller for the cost of transporting the Property to and from the place of delivery.
7. Final Sale. The sale of the Property is final, and Buyer shall have no right to revoke acceptance of the Property.
8. Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, or punitive damages arising out of or related to this Agreement, but Buyer shall be liable for any incidental damages suffered by Seller if Buyer fails to pay the purchase price when due.
9. Key Employee. Seller will continue to employ [REDACTED] for a period of sixty days after the equipment has been delivered and accepted, and [REDACTED] will be instructed to support Buyer's use of the Property during those sixty days.
10. Assumption of Forklift Lease. Buyer shall assume all of Seller's obligations under that certain Fork Lift lease between Seller and Wells Fargo, Contract No. 301-0283189-002, including all remaining lease payments owed after the delivery and acceptance of the Property.
11. Use of the Legend Brand, Website Domain, photos and video. Seller hereby assigns all its rights, title and ownership to the Legend brand, the associated website domain, photos and videos, as well as all trademarks associated with the brand and any ammunition product previously manufactured by Seller. Seller does not make any warranties concerning the trademarks applied for by Seller, and Buyer acknowledges that Seller's application to trademark "Legend Basic Ammunition" and "Legend Pro Ammunition" has been challenged. See Exhibit B. In no event shall any defect in the trademarks impact the sale of the Property, or excuse Buyer's duty to pay for the Property per the terms of this Agreement.
12. Governing Law and Exclusive Forum. This Agreement is governed by the laws of the State of Kentucky. The state and federal courts located in the State of Kentucky shall be

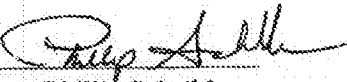
the exclusive forums for all disputes arising out of or related to this Agreement, and the parties consent to personal jurisdiction and venue therein.

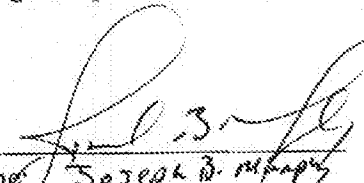
13. Miscellaneous. This Agreement together with Exhibit A constitutes the entire agreement of the parties with respect to the subject matter herein, and it supersedes any prior agreements or understandings, whether oral or written, between the parties. If any provisions of this Agreement shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby. The failure by either party to insist upon the strict performance of this Agreement or to exercise any right hereunder shall not constitute a waiver or relinquishment of that right. This Agreement may only be amended by a writing signed by both parties. Buyer and Guarantor's duties hereunder shall not be assigned without the written consent of Seller. Facsimile or electronic signatures of the parties shall be considered original signatures.

In witness whereof, the parties hereto have executed this Agreement as of the date first listed above.

Goldbelt Wolf, LLC ("Seller")

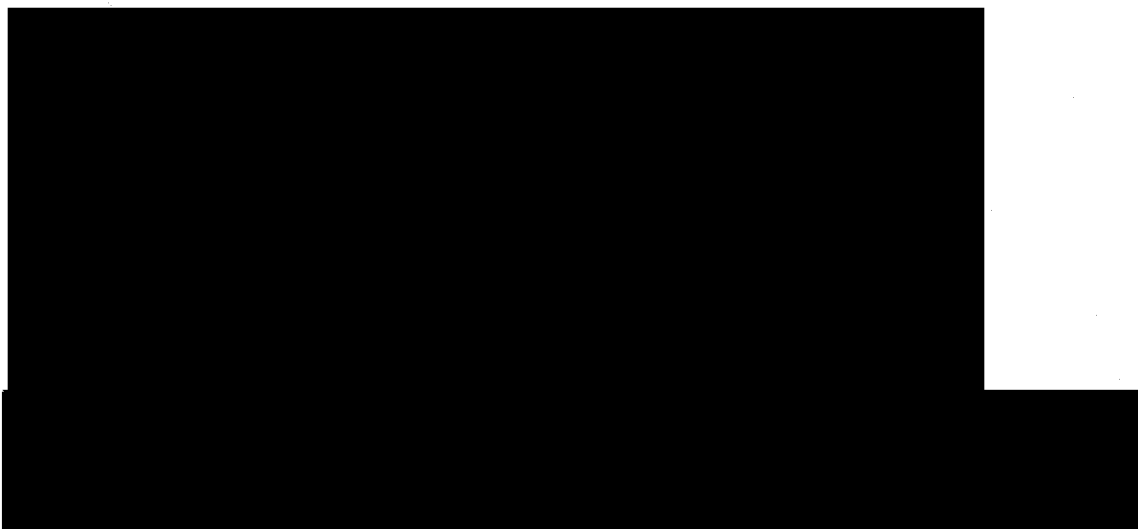
Budsgunshop.com, LLC ("Buyer")

By:   
Name: Phillip Scheible  
Title: President

By:   
Name: Joseph D. Murphy  
Title: CEO  
8-14-2017

28

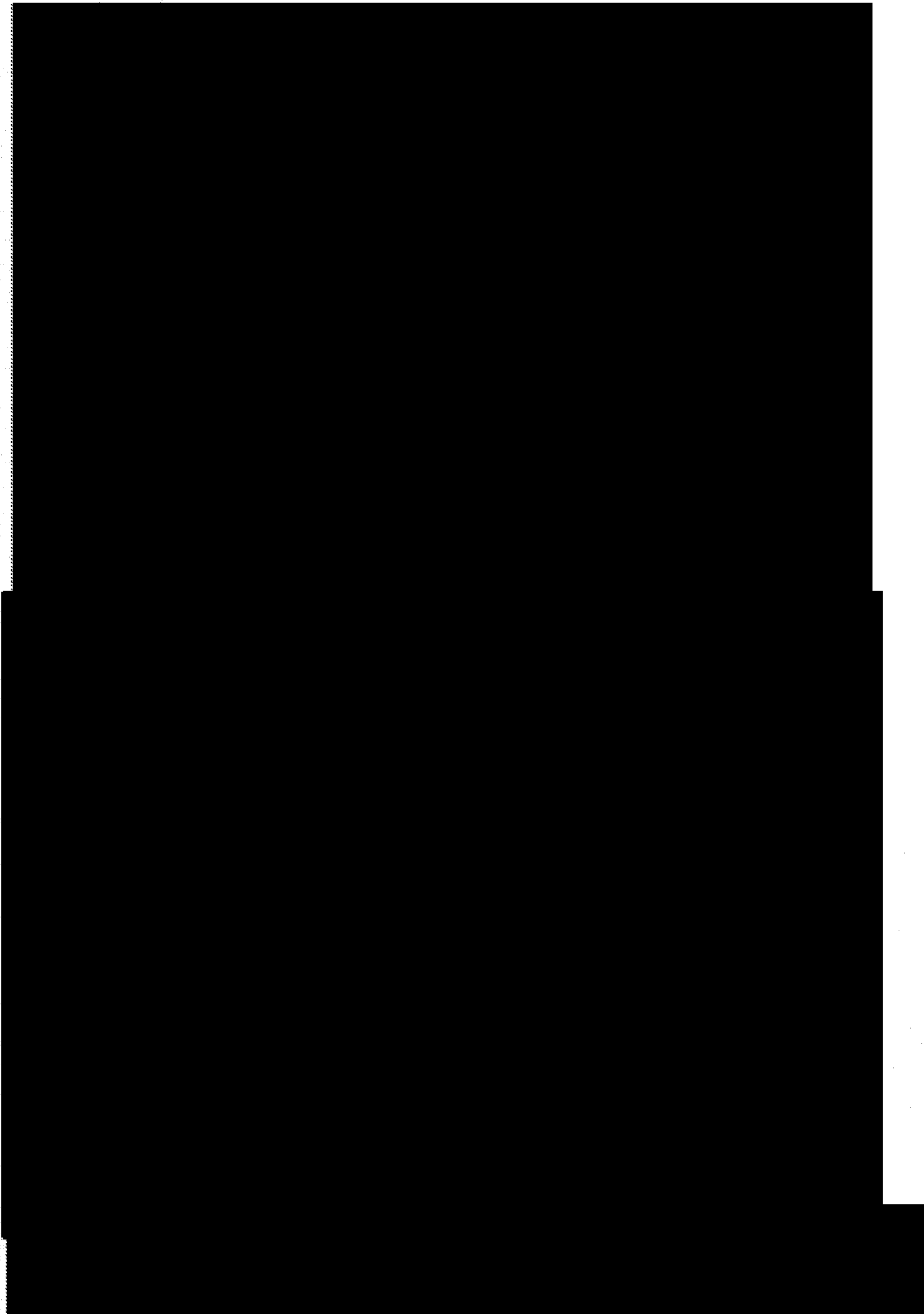
Exhibit A



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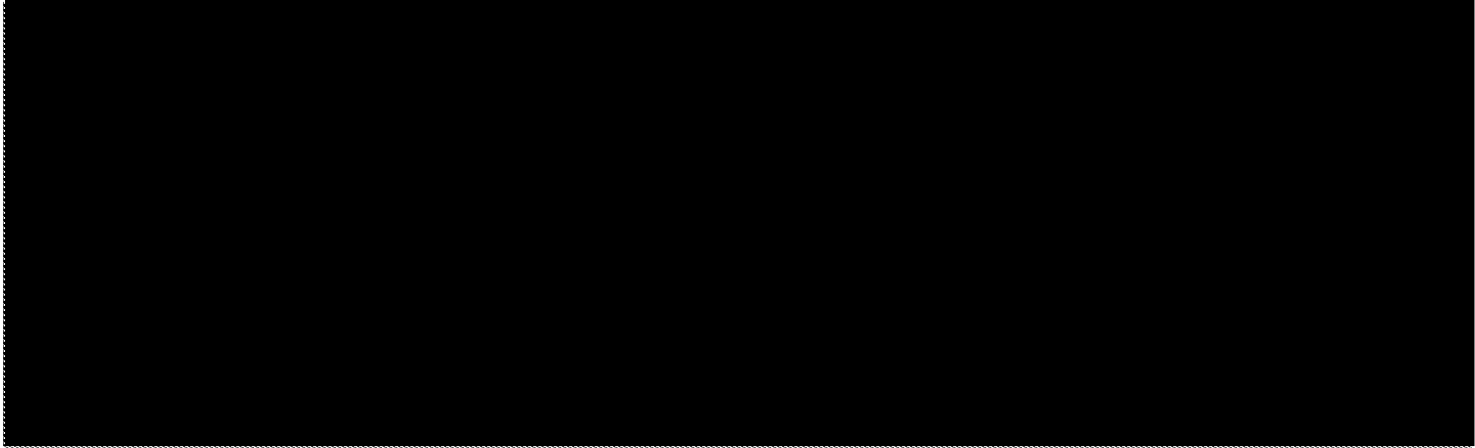
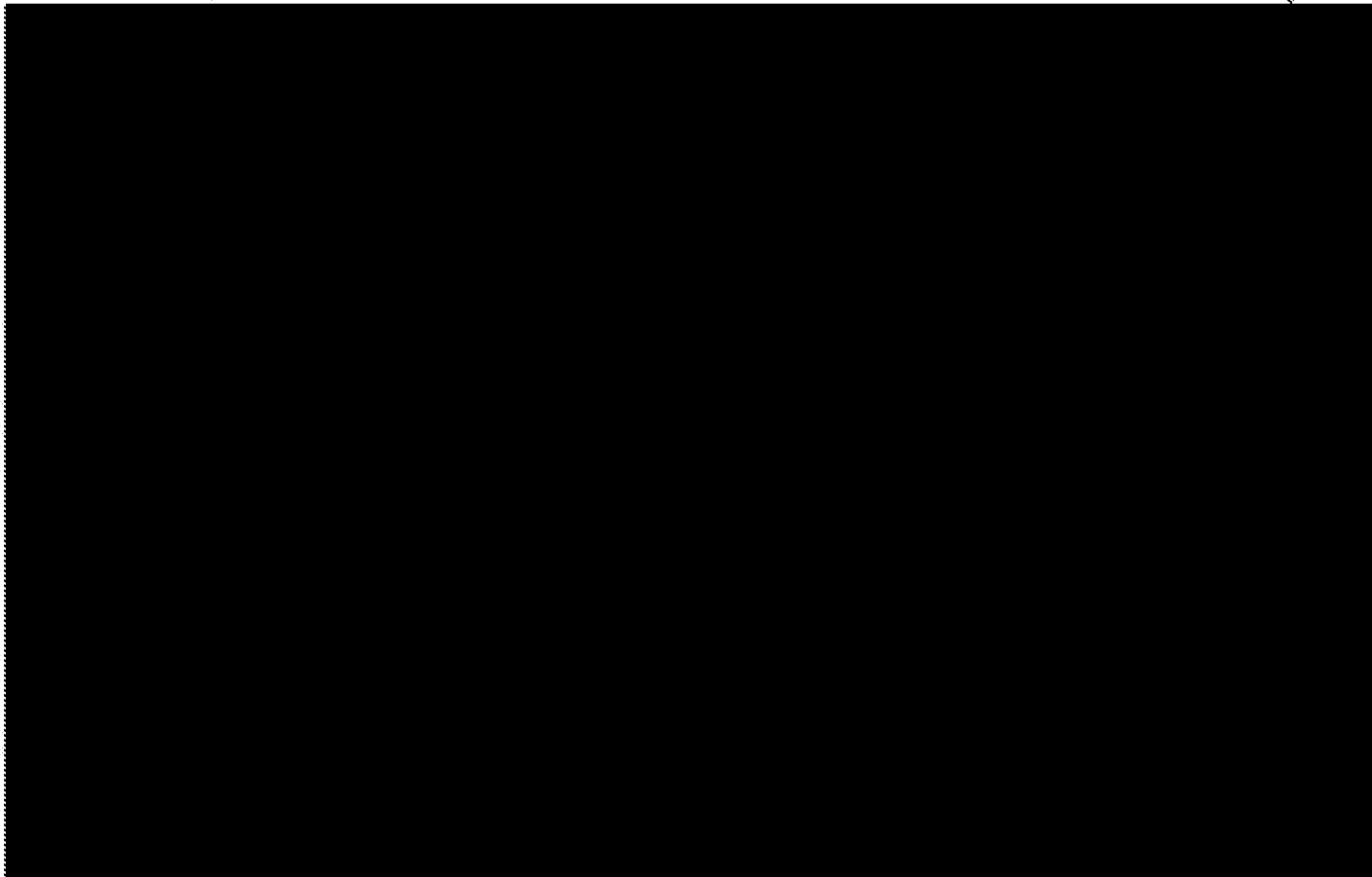


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Exhibit A

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Exhibit B

Goldbelt Wolf received an email from Ryan L. Erdreich (GBW Cartridge trademark attorney) on March 24, 2017 referencing an email from Joel Samuels representing Olin Corporation (owner and manufacturer of the Winchester Brand ammunition) regarding their concern with our trademark application for Legend Basic Ammunition (Application Serial No. 87/000,674) and Legend Pro Ammunition (Application Serial No. 87/000,663). See email excerpt from Joel Samuels below:

"You are probably aware that Olin is a leading manufacturer of ammunition. Olin has been using the trademark THE AMERICAN LEGEND which is widely known in the industry. Olin has used its THE AMERICAN LEGEND mark in connection with its ammunition products long before the filing date of your client's trademark applications for LEGEND BASIC AMMUNITION and LEGEND PRO AMMUNITION or any date of first use on which those applications are can rely. Further, Olin owns U.S. Trademark Serial No. 86/381948, which was allowed on April 14, 2015, for the trademark WINCHESTER THE AMERICAN LEGEND covering ammunition and firearms in International Class 13. Olin also owns U.S. Trademark Registration No. 3,431,992 for the trademark WINCHESTER LEGENDS covering entertainment services in the nature of television programming in International Class 41. Further, Olin has successfully enforced its rights in THE AMERICAN LEGEND against other applicants using the indicia "LEGEND" in connection with ammunition products including against applications for "American Legend" and "American Legacy."

In view of Olin's longstanding use and trademark rights, Olin cannot allow your client to federally register LEGEND BASIC AMMUNITION and LEGEND PRO AMMUNITION. Olin has filed a request for extension of time to oppose the application for LEGEND PRO AMMUNITION in order to provide your client an opportunity to withdraw the applications and select new marks that do not use the word "Legend" or any other term that begins with the letters "leg" for ammunition products. It is our desire to reach an agreement prior to commencement of formal opposition proceedings".