

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476840

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SCOTT D LEE | | 04/06/2018 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | MAINSTREAM HOLDINGS, INC. | | |
| Street Address: | 1905 1ST AVE. N. | | |
| City: | WINDOM | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 56101 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4657022 | HAWK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8164121263 | | |
| <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: | 8168428600 | | |
| Email: | trademark.mpl@stinson.com | | |
| Correspondent Name: | STINSON LEONARD STREET LLP | | |
| Address Line 1: | 50 SOUTH 6TH STREET, STE 2600 | | |
| Address Line 2: | CYNTHIA MAUST, PARALEGAL | | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 21064134.0093 | | |
| NAME OF SUBMITTER: | Cynthia Maust | | |
| SIGNATURE: | /Cynthia Maust/ | | |
| DATE SIGNED: | 06/05/2018 | | |
| Total Attachments: 5 | | | |
| source=Assignment to Mainstream Holdings Inc - HAWK#page1.tif | | | |
| source=Assignment to Mainstream Holdings Inc - HAWK#page2.tif | | | |
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CH \$40.00 4657022

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") is made and entered into by and between Scott Lee, an individual resident of the State of Michigan ("**Assignor**"), and Mainstream Holdings, Inc., a Minnesota corporation ("**Assignee**") (Assignor and Assignee collectively referred to herein as the "**Parties**").

WHEREAS, Assignor is owner of (i) the patents and patent applications set forth on Schedule A attached hereto, together with any and all inventions that are the subject thereof (the "**Patents**"); (ii) the copyrights, copyright registrations, and copyright applications set forth on Schedule B hereto, together with any and all works that are the subject or a derivative thereof (the "**Copyrights**"); (iii) the trademarks, trademark registrations, and trademark applications set forth on Schedule C hereto, together with any and all indicia that are the subject thereof and goodwill symbolized thereby (the "**Trademarks**"); and (iv) the Internet domain names set forth on Schedule D hereto, together with any and all domain name registrations therefor, content accessible therethrough, and goodwill symbolized thereby (the "**Domain Names**") (the Patents, Copyrights, Trademarks, and Domain Names collectively referred to herein as the "**Intellectual Property**");

AND WHEREAS, Assignor and Assignee entered into or will enter into an Asset Purchase Agreement on the 16th day of April 2018 (the "**Asset Purchase Agreement**"), pursuant to which Assignor purchased, agreed to purchase, or will purchase certain assets from Assignee, including all of Assignor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are 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 each of the Intellectual Property, including any and all patents, utility models, invention rights, copyrights, copyright registrations, design rights, semi-conductor topography rights, database rights, moral rights, trademarks, service marks, trade dress, trademark registrations, trade names, domain names, domain name registrations, goodwill, confidential information (including know-how and trade secrets and the rights to use and protect confidential information), and all other intellectual property rights, in each case whether registered or unregistered and including any applications, registrations granted pursuant to any of the applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, conversions, substitutes, extensions, renewals, or extensions of such rights, rights to claim priority to, apply for, and be granted such rights, and all similar or equivalent rights or forms of legal protection that exist now or will exist in the future in any part of the world, together with all rights of action accrued, accruing, and to accrue under and by virtue hereof, including all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to all of the foregoing and all rights to sue or otherwise recover for past, present, and future infringement and receive all damages, payments, costs, and fees associated therewith.
- 2. Assurances.** Assignor hereby covenants and warrants that (i) it is the true and lawful owner of the entire, right, title and interest in the Intellectual Property, (ii) it has the full right and power to convey the Intellectual Property, (iii) the Intellectual Property is free and clear of all liens, charges, and encumbrances whatsoever, and (iv) it has not executed and will not execute any agreement, assignment, sale, or encumbrance that would conflict with this Assignment. Assignor further covenants and warrants that it will promptly provide, upon written request, Assignee with all pertinent facts and documents relating to the Intellectual Property, including correct and complete copies of all patents or registrations, patent applications or applications for registration, and licenses, sublicenses, agreements, covenants not to sue, or other permissions regarding the Intellectual Property, and that it will promptly execute and deliver to Assignee or its legal representatives any and all papers, documents, instruments, or affidavits that may be needed to record and vest full title in and to apply for, obtain, maintain, issue, extend, and enforce the Intellectual Property and legal equivalents thereof in any country which may be necessary or desirable to carry out the purposes thereof.
- 3. Terms of the Asset Purchase Agreement.** The Parties hereto acknowledge and agree that 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. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of

the Asset Purchase Agreement shall govern.

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

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signatures contained on following page.]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

By: Scott D Lee
Scott Lee

ACKNOWLEDGMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND)SS.
)

On the 6 day of APRIL, 2018 before me personally appeared Scott Lee, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires:

Shirley Ann Kinsky
Notary Public
Printed Name: J. CHRISTINA THORPE
60279
CHY. CO. MI 480

IP Assignment (Scott Lee / Mainstream Holdings, Inc.)

AGREED TO AND ACCEPTED

MAINSTREAM HOLDINGS, INC.

By: [Signature]

Name: Tod Quiring

Title: President

ACKNOWLEDGMENT

STATE OF Minnesota)

COUNTY OF Cottonwood)SS.

)

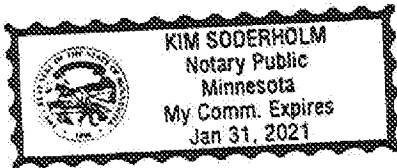
On the 6 day of April, 2018, before me personally appeared Tod Quiring, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his authorized capacity as the President of MAINSTREAM HOLDINGS, INC. and acknowledged the instrument to be the free act and deed of MAINSTREAM HOLDINGS, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: Jan 31, 2021

[Signature]

Notary Public

Printed Name: Kim Soderholm



**SCHEDULE A
PATENTS AND PATENT APPLICATIONS**

| Territory | App. No. | Pub./Pat. No. | Inventor | Title |
|------------------|-----------------|----------------------|-----------------|--------------|
| | | | | |

**SCHEDULE B
COPYRIGHTS, COPYRIGHT REGISTRATIONS, COPYRIGHT APPLICATIONS**

| Title / Description of Work(s) | Source |
|---------------------------------------|---------------|
| | |

**SCHEDULE C
TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS**

| Territory | Ser. No. | Reg. No. | Mark | Class(es) | Description of Goods & Services |
|------------------|-----------------|-----------------|-------------|------------------|--|
| US | 85/942,155 | 4,657,022 | HAWK | 9, 28 | Fall protection equipment for fall restraint and fall arrest, namely, a lifeline system to which a user is attached for protection against fall hazards, composed primarily of safety harnesses and climbing tree lifeline straps; Hunting stands for use in trees; seats especially adapted for hunting stands for use in trees |

**SCHEDULE D
INTERNET DOMAIN NAMES**

| Domain Name |
|--------------------|
| hawkgroup.com |
| hawkgroup.org |
| hawkhunting.com |
| huntwithhawk.com |
| hawktreestands.com |
| huntfromabove.com |
| hawkfishing.com |
| huntfearless.com |