

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Budsgunshop.com, LLC		07/03/2018	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Olin Corporation		
Street Address:	190 Carondelet Plaza, Suite 1530		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87000674	LEGEND BASIC AMMUNITION	
Serial Number:	87000663	LEGEND PRO AMMUNITION	
CORRESPONDENCE DATA			
Fax Number:	3147267501		
<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:	314-726-7500		
Email:	bwheelock@hdp.com		
Correspondent Name:	Bryan K. Wheelock		
Address Line 1:	7700 Bonhomme Ave, Suite 400		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Bryan K. Wheelock		
SIGNATURE:	/Bryan K. Wheelock/		
DATE SIGNED:	08/09/2018		
Total Attachments: 5			
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**SETTLEMENT, TRADEMARK ASSIGNMENT,
LICENSE AND USE AGREEMENT**

This SETTLEMENT, TRADEMARK ASSIGNMENT, LICENSE AND USE AGREEMENT ("Agreement") is entered into and effective as of July 3, 2018 (the "Effective Date"), by and among Olin Corporation, a Virginia corporation having a principal place of business at 190 Carondelet Plaza, Suite 1530, Clayton, Missouri 63105 ("Olin") and Budsgunshop.com, LLC, a Kentucky Corporation having a principal place of business at 1105 Industry Road, Lexington, Kentucky, 40505 ("Budsgunshop"). Olin, Goldbelt Wolf and Budsgunshop may be referred to herein individually as "Party" and collectively as the "Parties."

WHEREAS, Olin is the owner of the "Winchester," "Winchester The American Legend" and "Winchester Legends" trademarks (the "*Winchester Trademarks*"), including all goodwill associated therewith;

WHEREAS, Goldbelt Wolf, LLC ("Goldbelt Wolf") has used the trademarks "Legend Pro Ammunition," "Legend Basic Ammunition," "Legend FMJ", "Legend Pro Trainer", "Legend Subsonic" and "Legend Ammo Cowboy Action" (the "*Legend Trademarks*") and as further described in Exhibit A;

WHEREAS, on April 14, 2016, Goldbelt Wolf filed U.S. Trademark Application Serial No. 87/000,674 for LEGEND BASIC AMMUNITION for "Ammunition" in International Class 13 ("The '674 Application");

WHEREAS, on April 14, 2016, Goldbelt Wolf filed U.S. Trademark Application Serial No. 87/000,663 for LEGEND PRO AMMUNITION for "Ammunition" in International Class 13 ("The '663 Application");

WHEREAS, on August 8, 2017 Olin filed a Notice of Opposition against the '674 Application which is pending under Opposition No. 91/236,013 ("the '013 Opposition");

WHEREAS, on August 8, 2017 Olin filed a Notice of Opposition against the '663 Application which is pending under Opposition No. 91/236,015 ("the '015 Opposition");

WHEREAS, on or around August 10, 2017, Goldbelt Wolf sold all of its right, title, interest and ownership in the Legend Marks to Budsgunshop through a Purchase and Sale Agreement, which is incorporated herein by reference;

WHEREAS, Budsgunshop is the owner of all right, title, interest and ownership the Legend marks;

WHEREAS, Budsgunshop desires to assign any and all of its rights in the Legend Trademarks to Olin on the conditions below; and

WHEREAS, Olin desires to grant, and Budsgunshop desires to accept, a limited, non-exclusive, non-transferrable and non-sublicensable right and license to use the Legend Trademarks within the United States solely in connection with the advertisement, manufacture and sale of ammunition.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Budsgunshop Representation and Warranty. Budsgunshop represents and warrants that it possesses the authority and is within its rights to enter into this Agreement. Budsgunshop further represents and warrants that immediately prior to entering into this Agreement it is the sole owner of the Legend Trademarks, including all rights and goodwill associated therewith, and that to the best of Budsgunshop's knowledge neither this Agreement nor any of the rights licensed herein violate any other third-Party's rights or interests.
2. Olin Representation and Warranty. Olin represents and warrants that it possesses the authority and is within its rights to enter into this Agreement. Olin further represents and warrants that it is the sole owner of the Winchester Trademarks, and that to the best of its knowledge neither this Agreement nor any of the rights licensed herein violate any other third-Party's rights or interests in the Winchester Trademarks.
3. Assignment of the Legend Trademarks. Budsgunshop intends to assign, and hereby does assign, to Olin all of its right, title, interest and goodwill in the Legend Trademarks throughout the world, including the '674 Application and '663 Application, together with all derivations thereof and including all goodwill associated therewith, whether based on common law, the laws of the various states, or federal law, and the right (but not the obligation) to assert such registered trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the

proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

4. No further use of the Legend Trademarks. Budsgunshop will not to use the Legend Trademarks except provided by this Agreement. Budsgunshop will not use, or seek to use, any state or federal trademark registration for any mark including the term "Legend," including but not limited to the Legend Trademarks.
5. License Grant. Olin hereby grants Budsgunshop a limited, non-exclusive, non-transferrable and non-sublicenseable license to use the Legend Trademarks, and any reasonable extensions thereof, in the United States in connection with the promotion, advertisement, manufacture and sale of ammunition. The license granted hereunder shall be subject to the provisions of this Agreement. This Agreement shall in no way be construed as an assignment to Budsgunshop of any right, title, and/or interest in and to the Winchester Trademarks.
6. Acknowledgement of Rights; Quality Control. Budsgunshop covenants that all use of the Legend Trademarks, including the nature and quality of all products and services provided by Budsgunshop, shall not damage, tarnish, or dilute the property or ownership rights of Olin in the Legend Trademarks. However, Budsgunshop acknowledges and agrees that it is solely responsible for the design and manufacture, including warnings, of all products and services on which the Legend Trademarks will be used.
7. No Challenge. Budsgunshop shall not challenge, attack, or contest the ownership or validity of Olin's rights in the Winchester Trademarks, the Legend Trademarks, the use of the term "Legend" and/or respective registrations or applications for registration.
8. Term; Termination. The term of the license hereby granted shall be effective from the Effective Date and shall continue indefinitely, unless this Agreement is terminated pursuant to this Section 8. This Agreement (including, without limitation, the license granted herein) shall terminate upon the first to occur of the following events: (a) Mutual written agreement of the parties; or (b) The dissolution or liquidation of Budsgunshop. All rights granted hereunder, including all assignments and licenses addressed in this Agreement, shall immediately terminate upon the termination or expiration of this

Agreement (unless otherwise agreed by the Parties in writing).

9. Indemnification. Budsgunshop will indemnify and hold Olin, its affiliates, its successors and assigns, and each of the foregoing's officers, directors, employees and agents, harmless from any and all claims, allegations, losses, costs and expenses (including but not limited to reasonable attorney's fees) in any way due to, caused by or arising from (a) any unauthorized use of, or the misuse of, the Legend Trademarks by or on behalf of Budsgunshop; (b) any claim arising from Budsgunshop's advertising of the Legend Trademarks; or (c) any claim or lawsuit alleging any product defect related to products using the Legend Trademarks, whether stated in negligence or strict product liability.
10. Release. Budsgunshop, on behalf of itself and Goldbelt Wolf, hereby releases, acquits and forever discharges Olin, and Olin's past, present and future officers, directors, employees and agents, from and against any and all claims, demands, liabilities and rights of action of any kind and nature, at law, in equity, or otherwise, solely related to the claims made in the '013 Opposition, the '015 Opposition and/or the conduct of the settlement negotiations and this Agreement.
11. Confidentiality. The terms of this Agreement are confidential and cannot be disclosed to any third Party.
12. Relationship of the Parties. This Agreement creates no agency relationship between the Parties and nothing herein shall be construed to place the Parties in the relationship of partners or joint venturers, and neither Party shall have any authority or ability to obligate or bind the other Party in any manner whatsoever.
13. Assignment. Budsgunshop may not directly or indirectly, by operation of law or otherwise, assign or transfer to any third Party all or any part of its rights or duties under this Agreement or grant sublicenses to any third Party. Notwithstanding the foregoing, Budsgunshop may transfer the licensed rights herein to a purchaser as part of the transfer of all or substantially all of Budsgunshop's assets, provided that (a) Budsgunshop provides written notice to Olin at least thirty (30) days prior to the sale or transfer of the licensed rights herein and (b) Olin explicitly consents in writing to the transfer (Olin agrees to provide approval or disapproval of such transfer within fourteen (14) days of receipt of written notice from Budsgunshop). This Agreement shall be binding on Budsgunshop successors and assigns. Olin may freely assign all of its rights and obligations under

this Agreement. This Agreement shall be binding on Olin's successors and assigns. Any purported assignment in violation of this provision shall be void and have no effect.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and shall replace any prior discussions or agreement between the Parties relating to the Legend Trademarks and other matters addressed in this Agreement. There are no agreements, representations, or warranties of any kind except as expressly set forth in this Agreement. The Parties acknowledge, represent and warrant that, in executing this Agreement, (a) they have understood the Agreement, (b) they have had a reasonable opportunity to consider the Agreement, and (c) they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their counsel, and, except for representations expressly set forth herein, they have not been influenced by any other representation or statement. All action necessary to make the provisions of this Agreement binding on the Parties, their respective parents, subsidiaries, related corporations, affiliates, successors, assigns, employees, directors and management, has been properly taken. This Agreement, when executed, will become the legal and binding obligation of the Parties. The terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, survivors, and personal representatives of the Parties. The License granted under this Agreement is conditioned upon Budsgunshop's full and complete compliance with all applicable laws, rules and regulations of the United States and any other governmental authority.

15. Waiver. No term or condition of this Agreement shall be deemed to have been waived nor shall there be an estoppel to enforce any provisions of this Agreement, except a statement in writing signed by the Party against whom enforcement of the waiver or estoppel is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived, and shall not constitute a waiver concerning such term or condition for the future or as to any act other than that specifically waived.

16. Notices. All notices to be given to the Parties shall be in writing and transmitted either by personal delivery, expedited delivery service (e.g., Federal Express, Express Mail), or United States certified mail, return receipt requested, to their respective addresses set forth

at the beginning of this Agreement. Notice shall be deemed given three (3) days from transmittal if by certified mail, one (1) day from transmittal if by expedited delivery, in accordance with this paragraph.

Notice shall be given as follows:

To Olin:

Michael D. Bokermann
600 Powder Mill Road
East Alton, IL 62024-1273

With a copy to
Bryan K. Wheelock
Harness Dickey & Pierce, P.L.C.
7700 Bonhomme, Suite 400
Clayton, Missouri 63105
bwheelock@hdp.com

To budsgunshop:

Joseph B. Murphy
CEO-Budsgunshop.com, LLC
1105 Industry Road
Lexington, KY 40505

With a copy to:

Ryan Erdreich
Pisciotti Malsch, P.C.
30 Columbia Turnpike, Suite 205
Florham Park, NJ 07932

17. Modifications. This Agreement shall have no force or effect and shall not be binding on either of the Parties unless and until this Agreement has been executed by both Parties. No modification or amendment to this Agreement shall be valid unless in writing signed by the Parties.

18. Counterparts. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

19. Validity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, such invalidity will not affect the validity of the remaining provisions, and the Parties will substitute for the invalid provision, a provision that most closely approximates the intent and economic effect of the invalid provision. In the event

that a valid provision cannot be substituted for the invalid or illegal provision, said invalid and illegal provision shall be deemed not to be part of this Agreement.

20. Governing Law. This Agreement shall be deemed to be made under and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions. The Parties agree that the exclusive venue for any legal action, proceeding, or suit regarding any claim, controversy, or dispute arising out of or relating to this Agreement, or the breach thereof, shall be the State of Missouri, and any such suit shall be instituted in the United States District Court, Eastern District of Missouri, or a Missouri state court of competent jurisdiction for St. Louis County, Missouri. Each Party waives any objection which such Party may now or hereafter have to such venue, and irrevocably submits to the jurisdiction of such courts in any such suit. IN

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date recited above

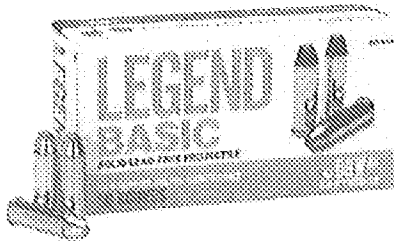
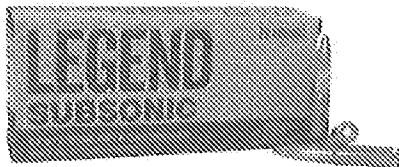
OLIN CORPORATION

By: [Signature] MB
Name: Brett A. Flaughner
Title: Vice President & President,
Date: Winchester

BUDSGUNSHOP.COM, LLC

By: [Signature] CEO
Name: Joseph B. Murphy
Title: CEO
Date: 7-25-2018

EXHIBIT A



Handwritten signature or initials.