

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Savage Companies		08/01/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Savage Enterprises Holdings, LLC		
Street Address:	901 W. Legacy Center Way		
City:	Midvale		
State/Country:	UTAH		
Postal Code:	84047		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2878538	SAVAGE	
Registration Number:	3145848	SAVAGE	
Registration Number:	5324557	SAVAGE INLAND MARINE	
Serial Number:	86435730	SAVAGE LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	24770-6		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	10/19/2018		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is made effective as of August 1, 2018 (the "Effective Date"), by and between Savage Companies, a Utah corporation ("Assignor"), on the one hand, in favor of Savage Enterprises Holdings, LLC, a Delaware limited liability company ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of the trademark applications, trademark registrations, and unregistered trademarks set forth on Schedule A and all common law and other rights, worldwide, in and to the foregoing (such rights, collectively, the "Trademarks");

WHEREAS, pursuant to that certain Reorganization Agreement, dated as of the date hereof, by and among Assignor, Assignee, Savage Enterprises Intermediate, LLC, a Delaware limited liability company, Savage Enterprises, LLC, a Delaware limited liability company, and Savage Global, Inc., a Utah corporation (the "Reorganization Agreement"), Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks; and

WHEREAS, subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to receive, all rights, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration as set forth in the Reorganization Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby and the ongoing and existing business of Assignor to which the Trademarks pertain, together with (a) all registrations, applications, renewals and extensions thereof, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, (including, without limitation, damages, claims and payments for past, present and future infringement, violation, or dilution thereof), (c) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (d) all rights corresponding to any of the foregoing throughout the world, and (e) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby requests that the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
4. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as reasonably requested by Assignee to more fully and effectively evidence or effectuate the purposes of this Assignment, including, without limitation, executing any forms of


assignment substantially similar hereto as necessary for filing in any jurisdiction outside of the United States.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Reorganization Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

SAVAGE COMPANIES
(Assignor)

By: 
Name: Kirk W. Aubry
Title: President & Chief Executive Officer

SAVAGE ENTERPRISES HOLDINGS, LLC
(Assignee)

By: 
Name: Kirk W. Aubry
Title: President & Chief Executive Officer

Schedule A
Trademarks

Registered Trademarks

Trademark Name	TM Country	Registration No.	Owner
SAVAGE	Saudi Arabia	143309080	Savage Companies
SAVAGE	International	IR-1127481	Savage Companies
SAVAGE	Norway	1127481	Savage Companies
SAVAGE	European Union	1127481	Savage Companies
SAVAGE	United States	2878538	Savage Companies
SAVAGE (& Design)	Saudi Arabia	143309081	Savage Companies
SAVAGE (& Design)	International	IR-1127546	Savage Companies
SAVAGE (& Design)	European Union	1127546	Savage Companies
SAVAGE (& Design)	Norway	1127546	Savage Companies
SAVAGE (& Design)	United States	3145848	Savage Companies
SAVAGE INLAND MARINE	United States	5324557	Savage Companies
SAVAGE LOGISTICS (Design)	United States	Not yet registered Application No. 86435730	Savage Companies