

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/20/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bushnell, Inc.		02/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rogers Sporting Goods Holdings, Inc.		
Street Address:	1760 North Church Road		
City:	Liberty		
State/Country:	MISSOURI		
Postal Code:	64068		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2702735	FINAL APPROACH	
Registration Number:	2964164	FINAL APPROACH	
Registration Number:	3493877	FINAL APPROACH	
Registration Number:	2438371	THE ELIMINATOR	
Registration Number:	2796266	WHOOPLASS	
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<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:	9136409050		
Email:	tmdocketing.elbein@hoveywilliams.com		
Correspondent Name:	Michael Elbein		
Address Line 1:	10801 Mastin Blvd., Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	5734.00000		
NAME OF SUBMITTER:	Michael Elbein		
SIGNATURE:	/Michael Elbein/		
DATE SIGNED:	03/19/2019		

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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is made by Bushnell Inc., a Delaware corporation (“Seller”), in favor of Rogers Sporting Goods Holdings, Inc., a Missouri Corporation (“Buyer”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of July 20th, 2018 (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 IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, Seller agrees 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 all of Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patent set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) 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;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and

actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 IP. 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. Defined terms not otherwise defined herein are defined in the Asset Purchase Agreement.

4. Intellectual Property Non-Use.

(a) Following the Closing, neither the Seller nor any of its Affiliates shall have any right, title or interest in or to, or right to use the Assigned IP, nor shall the Seller or any of its Affiliates authorize or license any third party to use the Assigned IP. In furtherance of the foregoing, from and after the Closing, the Seller will not, and will cause its Affiliates not to, adopt, use, apply to register or register, or authorize others to adopt, use, apply to register or register, any trademarks, domain names or social media identifiers consisting of, incorporating or confusingly similar to any Business Trademarks.

(b) Notwithstanding the foregoing, the Seller and its Affiliates shall be permitted to (and the Buyer grants to the Seller and its Affiliates a non-transferable license to) use the Assigned IP, including the Trademarks, (i) in connection with fulfilling Accepted Orders, (ii) in connection with winding down the business, and (iii) in a non-promotional manner solely to the extent required by applicable Law, including in regulatory filings.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without

giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this IP Assignment to be executed on February 26, 2019, effective *nunc pro tunc* as of July 20, 2018.

BUSHNELL INC.

By

Name: Scott D. Chaplin

Title: Vice President & Secretary

Schedule 1: Patents

Patent	Country	Application Number	Filing Date	Publication Date	Registration Number	Registration Date	Status
Collapsible Hunting Blind	United States of America	10/186,520	Jul 1, 2002		6,698,131 B2	Mar 2, 2004	Registered

Schedule 2: Trademarks

Trademark	Country	Application Number	Filing Date	Publication Date	Registration Number	Registration Date	Status
FA BRAND and Duck Design	United States of America						Common Law
FINAL APPROACH	Canada	1145706	03-Jul-2002		606768	31-Mar-2004	Registered
FINAL APPROACH	European Union (Community)	3862083	28-May-2004		3862083	11-Aug-2006	Registered
FINAL APPROACH	United States of America	78138216	24-Jun-2002	07-Jan-2003	2702735	01-Apr-2003	Registered
FINAL APPROACH	United States of America	78418418	13-May-2004	05-Apr-2005	2964164	28-Jun-2005	Registered
FINAL APPROACH	United States of America	78611306	18-Apr-2005	10-Apr-2007	3493877	26-Aug-2008	Registered
FINAL APPROACH	Australia	1420188	12-Apr-2011		1420188	13-Feb-2012	Registered
FINAL APPROACH	New Zealand	840175	13-Apr-2011		840175	13-Oct-2011	Registered
GUNTECTOR	Canada	1131227	14-Feb-2002		601079	02-Feb-2004	Registered
INSIDE EDGE	Canada	1162103	12-Dec-2002		11-4-04	05-Nov-2003	Registered
INSIDE EDGE	United States of America	78187694	21-Nov-2002	29-Jul-2003	2814284	10-Feb-2004	Registered

K-9 LOCKER ROOM GEAR TOTE	Canada	1190880	16-Sep-2003		635926	22-Mar-2005	Registered
LIVECRAFT	United States of America						Common Law
PACK-N-GO	United States of America						Common Law
PRO-GUIDE	United States of America						Common Law
RHINO HIDE	Canada	1121239	06-Nov-2001		608063	20-Apr-2004	Registered
TEAM APPROACH	United States of America						Common Law
THE ELIMINATOR	Canada	1137217	12-Apr-2002		603266	25-Feb-2004	Registered
THE ELIMINATOR	United States of America	75909474	04-Feb-2000	02-Jan-2001	2438371	27-Mar-2001	Registered
WATER MOCCASIN	United States of America						Common Law
WHOOGRASS	Canada	1156983	25-Oct-2002		625314	12-Nov-2004	Registered
WHOOGRASS	United States of America	78167415	24-Sep-2002	06-May-2003	2796266	16-Dec-2003	Registered
X-LAND'R	United States of America						Common Law

Schedule 3: Copyrights

None.