

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covert Scouting Cameras, Inc.		07/17/2019	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	Covert Acquisition Co., LLC		
Street Address:	101 Main Street		
City:	Superior		
State/Country:	WISCONSIN		
Postal Code:	54880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88081699	COVERT SCOUTING CAMERAS	
CORRESPONDENCE DATA			
Fax Number:	6126773101		
<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:	6122599700		
Email:	classenc@gtlaw.com		
Correspondent Name:	Stephen R. Baird		
Address Line 1:	90 South 7th Street		
Address Line 2:	Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	185545-42300		
NAME OF SUBMITTER:	Draeke H. Weseman		
SIGNATURE:	/dhw/		
DATE SIGNED:	07/18/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is effective as of July 17, 2019, and is entered into by and between Covert Scouting Cameras, Inc., a Kentucky corporation (“Assignor”), and Covert Acquisition Co., LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below), the terms of which are made a part hereof and are incorporated herein.

Background

A. Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement, of even date herewith (the “Purchase Agreement”), which provides for Assignor to sell, and Assignee to purchase from Assignor, substantially all of Assignor’s assets and assume certain Liabilities and obligations of Assignor on the terms and conditions set forth in the Purchase Agreement.

B. Pursuant to Section 1.1(k) of the Purchase Agreement, Assignor, desires to sell, convey, transfer, assign, and deliver to Assignee any and all of its and its Affiliates’ right, title and interest and goodwill in and to all of Assignor’s (i) Patents, Marks, Copyrights, registrations and applications with respect thereto and all rights thereunder or in respect thereof, including without limitation the Patents, Marks and Copyrights listed on the attached Schedule 2.10(a), (ii) Trade Secrets, inventions, processes, know-how, proprietary information, all of the goodwill relating to the Business, (iii) Technology, (iv) other Intellectual Property, including other intangible assets associated with, owned, or otherwise used in connection with the Business (excluding any Third Party Software) (collectively, the “Business Intellectual Property”, and (v) all Intellectual Property Rights arising from the Business Intellectual Property (the “Transferred Intellectual Property”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers unto Assignee, and Assignee hereby acquires and accepts, all of Assignor’s right, title, and interest worldwide in and to the Transferred Intellectual Property set forth on Exhibit A, free and clear of all Liens, together with (a) all goodwill associated therewith; (b) all benefits, privileges and rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty, or other international convention, including all rights to apply for and maintain registrations and renewals of the Transferred Intellectual Property; and (c) all rights, interests, claims, and demands recoverable in law or in equity that Assignor or its Affiliates have or may have in profits and damages for past, present, and future infringements, misappropriations or other violations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages.

2. Inconsistent or Conflicting Provisions. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of the parties to the Purchase Agreement as set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement. This Assignment is only intended to effect the transfer of certain property to be transferred pursuant to the

Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

3. Further Assurances; Binding Effect. At any time and from time to time hereafter, at the other party's reasonable request, each party hereto shall take any and all steps and shall execute, acknowledge and deliver to the other party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof and securing, completing, or vesting in Assignee, or confirming, evidencing, perfecting, maintaining, enforcing and protecting Assignee's, full right, title and interest in and to the Transferred Intellectual Property. This Assignment shall be binding upon and inure to the benefit of each party hereto and its respective successors and assigns, and nothing herein, expressed or implied, is intended to confer upon any third party any rights or remedies. This Assignment may not be assigned or otherwise transferred.

4. Counterparts; Governing Law. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by scanned .pdf image and shall be deemed valid as an original. This Assignment, the legal relations between the parties and any proceeding, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Assignment shall be governed by and construed in accordance with the laws of the state specified in the Purchase Agreement without regard to conflicts of laws doctrines.

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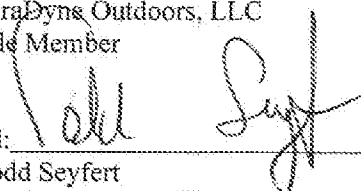
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

COVERT ACQUISITION CO., LLC

By: FeraDyne Outdoors, LLC
Its: Sole Member

Signed: 
By: Todd Seyfert
Its: Chief Executive Officer

ASSIGNOR:

COVERT SCOUTING CAMERAS, INC.

Signed: _____
By: Joseph A. Dorris
Its: President

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNEE:

COVERT ACQUISITION CO., LLC


By: FeraDyne Outdoors, LLC
Its: Sole Member

Signed: _____

By: Todd Seyfert
Its: Chief Executive Officer

ASSIGNOR:

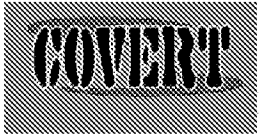
COVERT SCOUTING CAMERAS, INC.

Signed:  _____

By: Joseph A. Dorris
Its: President

Exhibit A

Marks (Registrations/Applications)

Mark	Reg./App. No.	Goods/Services	Applicant
	U.S. Application Serial No. 88/081,699	Digital cameras	Covert Scouting Cameras, Inc.