

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541176

|                                   |  |                       |  |
|-----------------------------------|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>       |  |                       |  |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Big Rock Sports, LLC              |  | 09/16/2019            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |  |
| <b>Name:</b>                      | Bluefield Brands, LLC                              |                       |  |
| <b>Street Address:</b>            | 1141 Jay Lane                                      |                       |  |
| <b>City:</b>                      | Graham   |                       |  |
| <b>State/Country:</b>             | NORTH CAROLINA                                     |                       |  |
| <b>Postal Code:</b>               | 27253  |                       |  |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 35</b> |  |                       |  |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| Registration Number:              | 5098650  | KUNNAN                |  |
| Registration Number:              | 5085032  | CALCUTTA              |  |
| Registration Number:              | 4746685  | BEACH RUNNER          |  |
| Registration Number:              | 4844964  | CALCUTTA              |  |
| Registration Number:              | 4563781  | CALCUTTA              |  |
| Registration Number:              | 4556998  | STAR FISHING          |  |
| Registration Number:              | 4544706  | LIQUID STIX           |  |
| Registration Number:              | 4544704  | BLACK WATCH           |  |
| Registration Number:              | 4526868  | BLACK WATCH           |  |
| Registration Number:              | 4304954  | SEAGIS                |  |
| Registration Number:              | 4564499  | GOT-CHA               |  |
| Registration Number:              | 3062110  | CALCUTTA              |  |
| Registration Number:              | 3048597  |                       |  |
| Registration Number:              | 3048596  |                       |  |
| Registration Number:              | 3810045  | GOT-CHA               |  |
| Registration Number:              | 3827950  | POWER BUTT            |  |
| Registration Number:              | 3849697  | KROK                  |  |
| Registration Number:              | 3746634  | STAR RODS             |  |
| Registration Number:              | 3554086  | PLASMA                |  |
| <b>TRADEMARK</b>                  |  |                       |  |

CH \$890.00 5098650

| Property Type        | Number   | Word Mark                 |
|----------------------|----------|---------------------------|
| Registration Number: | 3553846  | AERIAL                    |
| Registration Number: | 3667438  | GATORGLASS                |
| Registration Number: | 3301163  | BULLY HOO                 |
| Registration Number: | 3250270  | QUIK-SLIDE                |
| Registration Number: | 2987084  | NUNGESSER TROLLER BAIT CO |
| Registration Number: | 2722343  | TIDE RUNNER               |
| Registration Number: | 2756725  | BEACH RUNNER              |
| Registration Number: | 2470119  | CONTOUR                   |
| Registration Number: | 2618486  | STELLAR                   |
| Registration Number: | 2300853  | NICKELITE                 |
| Registration Number: | 2113133  | BILLFISHER                |
| Registration Number: | 2330458  | SEA STRIKER               |
| Registration Number: | 1818037  | SEALON                    |
| Registration Number: | 1815042  | SHUR STRIKE               |
| Registration Number: | 1806189  | CALCUTTA OFFSHORE BAITS   |
| Serial Number:       | 88613612 | SEA STRIKER               |

**CORRESPONDENCE DATA**

Fax Number: 9198216800

*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.*

Phone: 919-838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Perky L. Karmire / Smith Anderson Law

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300

Address Line 4: Raleigh, NORTH CAROLINA 27601

**NAME OF SUBMITTER:** Perky L. Karmire, NCCP

**SIGNATURE:** /s/ Perky L. Karmire

**DATE SIGNED:** 09/17/2019

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 16, 2019 (this “**Assignment**”), is made by and between Big Rock Sports, LLC, a Delaware limited liability company (“**Assignor**”), and Bluefield Brands, LLC a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to in this Agreement in the singular as “**Party**” and collectively as “**Parties**.”

WHEREAS, Assignor is the sole owner of the trademarks and related applications and registrations identified on Schedule 1 hereto (the “**Marks**”);

WHEREAS, the Parties desire that Assignor assign the Marks to Assignee; and

WHEREAS, the Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under the Marks.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, all its right, title, and interest in, to, and under the Marks, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and all other rights secured under the laws of the United States and any other foreign country with respect to the Marks, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers, and delivers to Assignee all rights of Assignor to bring an action or seek any other remedy, whether at law or in equity, against any third party for past, present, or future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use of the Marks, including the right to bring an action or seek other remedy for past, present, and future infringement, dilution, tarnishment, blurring, or other misappropriation or unauthorized use, and all rights to recover or collect damages, including attorneys’ fees and enhanced damages, profits, and injunctive relief for infringement, dilution, tarnishment, blurring, confusion, unfair competition, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor hereby represents that it has full right to convey all right, title, and interest assigned under this Agreement and that Assignor has not executed, and will not execute, any agreement in conflict with this Agreement.

2. Assignor agrees to execute all applications, amended specifications, deeds, or other instruments, and to do all acts necessary or proper, or as otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Agreement, and to protect and secure such sale, conveyance, assignment, transfer, and delivery of all such right, title, and interest in, to, and under said Marks and to vest and confirm in said Assignee, its successors, and its assigns, all such right, title, and interest.

3. Assignor hereby authorizes Assignee to file this Agreement or portions thereof and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of

having this Agreement recorded therein and to place sole and exclusive right, title, and interest in and to such Marks in the name of Assignee.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects, including as to validity, interpretation, and effect, by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Agreement may not be amended or modified without the prior written agreement of both Parties hereto.

This Agreement is effective as to the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

**ASSIGNOR:**

**BIG ROCK SPORTS, LLC**

By: Edward K. Small

Name: Edward K. Small

Title: CEO

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, each of Assignor and Assignee have caused this instrument to be signed by its proper and duly authorized officer as of the date and year first written above.

ASSIGNEE :

BLUEFIELD BRANDS, LLC



By: Patrick R. Harvey  
Name: Patrick R. Harvey  
Title: CFO



*[Signature Page to Trademark Assignment Agreement]*

TRADEMARK  
REEL: 006747 FRAME: 0134

**SCHEDULE I**  
**TO**  
**TRADEMARK ASSIGNMENT AGREEMENT**

1. REGISTERED TRADEMARKS

| TRADEMARK   | REGISTRATION NUMBER | REGISTRATION DATE  |
|---|---------------------|--------------------|
| KUNNAN  | 5098650             | December 13, 2016  |
| CALCUTTA  | 5085032             | November 22, 2016  |
| BEACH RUNNER  | 4746685             | June 2, 2015       |
| CALCUTTA  | 4844964             | November 3, 2015   |
| CALCUTTA  | 4563781             | July 8, 2014       |
| STAR FISHING  | 4556998             | June 24, 2014      |
| LIQUID STIX   | 4544706             | June 3, 2014       |
| BLACK WATCH   | 4544704             | June 3, 2014       |
| BLACK WATCH   | 4526868             | May 6, 2014        |
| SEAGIS  | 4304954             | March 19, 2013     |
| GOT-CHA   | 4564499             | July 8, 2014       |
| CALCUTTA  | 3062110             | February 28, 2006  |
|  | 3048597             | January 24, 2006   |
|  | 3048596             | January 24, 2006   |
| GOT-CHA   | 3810045             | June 29, 2010      |
| POWER BUTT  | 3827950             | August 3, 2010     |
| KROK  | 3849697             | September 21, 2010 |
| STAR RODS   | 3746634             | February 9, 2010   |

| TRADEMARK   | REGISTRATION NUMBER | REGISTRATION DATE  |
|---|---------------------|--------------------|
| PLASMA  | 3554086             | December 30, 2008  |
| AERIAL  | 3553846             | December 30, 2008  |
| GATORGLASS  | 3667438             | August 11, 2009    |
| BULLY HOO   | 3301163             | October 2, 2007    |
| QUIK-SLIDE  | 3250270             | June 12, 2007      |
|    | 2987084             | August 23, 2005    |
| TIDE RUNNER   | 2722343             | June 3, 2003       |
| BEACH RUNNER  | 2756725             | August 26, 2003    |
| CONTOUR   | 2470119             | July 17, 2001      |
| STELLAR   | 2618486             | September 10, 2002 |
| NICKELITE   | 2300853             | December 14, 1999  |
| BILLFISHER  | 2113133             | November 11, 1997  |
| SEA STRIKER   | 2330458             | March 21, 2000     |
| SEALON  | 1818037             | January 25, 1994   |
| SHUR STRIKE   | 1815042             | January 4, 1994    |
|  | 1806189             | November 23, 1993  |

## 2. TRADEMARK APPLICATIONS

| TRADEMARK APPLICATIONS | APPLICATION/SERIAL NUMBER | APPLICATION DATE   |
|------------------------|---------------------------|--------------------|
| SEA STRIKER            | 88613612                  | September 11, 2019 |