

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Outdoor Group LLC		09/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TOG-IP LLC		
Street Address:	1325 John Street		
City:	West Henrietta		
State/Country:	NEW YORK		
Postal Code:	14586		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5740704	ECHELON	
Registration Number:	5740499	ENLIST	
CORRESPONDENCE DATA			
Fax Number:	3154252701		
<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:	3154252700		
Email:	ip@barclaydamon.com		
Correspondent Name:	Elizabeth A. Cominolli		
Address Line 1:	Barclay Damon LLP		
Address Line 2:	125 East Jefferson Street		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	3888-3060324		
NAME OF SUBMITTER:	Elizabeth A. Cominolli		
SIGNATURE:	/EAC/		
DATE SIGNED:	09/26/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“**Assignment**”) is made by The Outdoor Group, LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 (“**Assignor**”) to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 (“**Assignee**”), effective as of September 1, 2019 (“**Effective Date**”) with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule A** attached hereto (collectively, the “**Trademark Assets**”);

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 (“**IP Agreement**”); and

C. Pursuant to the IP Agreement, Assignor desires to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by

Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]


IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	The Outdoor Group, LLC
Signature:	
Name:	Josh Sidebottom
Title:	COO
Address:	1325 John Street, West Henrietta, NY 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

TRADEMARK SCHEDULE A

Mark	Country	Application No.	Registration No.	Registration Date
ECHELON	U.S.	87/649,115	5,740,704	30-Apr-2019
ENLIST	U.S.	87/552,896	5,740,499	30-Apr-2019