TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM544510

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gene Larew Lures, LLC		09/03/2019	Limited Liability Company: OKLAHOMA

RECEIVING PARTY DATA

Name:	Plastic Research and Development Corporation	
Street Address:	5724 Highway 280 East	
Internal Address:	Legal Services	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35242	
Entity Type:	Corporation: ARKANSAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3614734	CRAPPIE PRO	

CORRESPONDENCE DATA

Fax Number: 2059814046

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: 205-408-4895

Email: wdimon@ebsco.com

Wanda Dimon **Correspondent Name:**

5724 Highway 280 East Address Line 1:

Address Line 2: Legal Services

Address Line 4: Birmingham, ALABAMA 35242

NAME OF SUBMITTER:	Tyler Novak
SIGNATURE:	/tn/
DATE SIGNED:	10/09/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of September _3_, 2019, is made by Gene Larew Lures, LLC, an Oklahoma limited liability company ("Seller"), in favor of Plastic Research and Development Corporation, an Arkansas corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Seller, its Owners and Buyer (the "Purchase Agreement").

WHEREAS, under the terms of the 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;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "<u>Assigned IP</u>"):
 - (a) the patents 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 "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (c) 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;
 - (d) 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
 - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, 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 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

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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 Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. 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.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

GENE LAREW LURES, LLC
Ву
Name: Chris Lindenberg
Title: President
PLASTIC RESEARCH AND DEVELOPMENT
CORPORATION
n. 14-92

Name: Robert Schoenvogel

Title: President

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

GENE LARFWITTRES TH

Name: Chris Lindenberg

Title: President

AGREED TO AND ACCEPTED:

PLASTIC RESEARCH AND DEVELOPMENT

CORPORATION

Ву

Name: Robert Schoenvogel

Title: President

SCHEDULE 1

ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Fishing Lure with improved tail	US	7.730.658	June 8, 2010
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SCHEDULE 2

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Data
HARDHEAD	US	4007404	August 2, 2011
Crappie Pro	US	3614734	May 5, 2009
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RECORDED: 10/09/2019