

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.C. Bradley / ZebCo Holdings, Inc.		11/27/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Pure Fishing, Inc.		
Street Address:	7 Science Court		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29203		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3138587	FIN-NOR	
Registration Number:	2271723	VAN STAAL	
Registration Number:	2708340	VS	
Registration Number:	3123500	MEGA DRAG	
Registration Number:	3135507	MEGA LITE	
Registration Number:	2787327	C-VEX	
Registration Number:	3360678	SANTIAGO	
Registration Number:	4781955	SUBAQUA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	888-315-0732		
Email:	sfitzgerald@norvellip.com		
Correspondent Name:	Sean E. Fitzgerald		
Address Line 1:	PO Box 2461		
Address Line 4:	Chicago, ILLINOIS 60690		
NAME OF SUBMITTER:	Sean E. Fitzgerald		
SIGNATURE:	/Sean E. Fitzgerald/		

OP \$215.00 3138587

DATE SIGNED:

12/06/2019

Total Attachments: 11

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made, entered into and effective as of November 27, 2019, by and between W.C. Bradley / ZebCo Holdings, Inc., a Georgia corporation (“Assignor”) and Pure Fishing, Inc., an Iowa (“Assignee”). Capitalized terms used in this Assignment, but not otherwise defined herein, shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of November 27, 2019, by and between Assignor and Assignee (the “Purchase Agreement”).

RECITALS:

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations and applications to register trademarks, including those set forth on Schedule 1 hereto (collectively, the “Business Registered Trademarks”);

WHEREAS, by virtue of the Purchase Agreement, Assignor has assigned to the Assignee all of Assignor’s right, title, and interest in and to those Business Registered Trademarks constituting Transferred Assets, including those set forth on Schedule 1 hereto, including the goodwill associated therewith (collectively, the “Assigned Business Registered Trademarks”) and has agreed to execute this confirmatory assignment to further evidence and effect the same;

WHEREAS, by virtue of the Purchase Agreement, Assignee has acquired all right, title, and interest in and to the Assigned Business Registered Trademarks and has agreed to execute this confirmatory assignment to further evidence and effect the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, without any reservation of any rights, title or interest, and the Assignee hereby accepts, any and all right, title and interest of Assignor in and to the Assigned Business Registered Trademarks, including, without limitation, (i) the goodwill of the business associated therewith, (ii) all common law rights or unregistered rights arising in connection with the Brands in any jurisdiction; (iii) all income, license fees, royalties, damages and payments accrued, due or payable commencing as of the date hereof and thereafter with respect to any of the foregoing; (iii) the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages or obtain other remedies for past, present and future infringement, dilution or other violation of any of the foregoing or damage to any of the foregoing, if any, (iv) all rights to apply for, revive and maintain all registrations, renewals and/or extensions of any of the foregoing, and (v) any and all corresponding rights with respect to any of the foregoing that, now or hereafter, may be secured throughout the world.

2. **Recordal and Perfection.** Assignee shall have the right, at Assignee’s cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect

its ownership of the Assigned Business Registered Trademarks. Assignor further hereby agrees to execute and deliver to Assignee, its successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Business Registered Trademarks, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable trademark registrar or similar governmental authority in accordance with local legal requirements.

3. **Due Authorization.** Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and all applicable foreign trademark offices, whose duty it is to issue registrations or other evidence or forms of intellectual property protection on applications to register for the Assigned Business Registered Trademarks, as applicable, to issue the same to Assignee and its successors and assigns in accordance with this Assignment.

4. **Entire Agreement.** This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), the Seller Ancillary Documents and the Purchaser Ancillary Documents contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. **Governing Law.** This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

6. **Binding Effect; Counterparts.** This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

7. **Language.** In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

8. **Conflicts Between Agreements.** This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof and, for the avoidance of doubt, the parties are only subject to those representations and warranties contained in the Purchase Agreement. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

9. **Waivers; Modifications; Changes.** No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party hereto against whom such claimed waiver, modification, or change is sought to be enforced.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

W.C. BRADLEY / ZEBCO HOLDINGS, INC.

By:  _____

Name: Steve Smits

Title: President and COO

[Signature Pages to Trademark Assignment Agreement]

TRADEMARK
REEL: 006810 FRAME: 0326

ASSIGNEE:

PURE FISHING, INC.

By: HK m. Kent

Name: Harlan Kent

Title: President

[Signature Pages to Trademark Assignment Agreement]

TRADEMARK
REEL: 006810 FRAME: 0327

SCHEDULE 1



BUSINESS REGISTERED TRADEMARKS


Attached.

VAN STAAL / FIN_NOR TMS

Country	Mark	Status	Appl #	Filing Date	Reg #	Reg Date	Abandoned Date	Class	Description
Australia	FIN-NOR	Registered	1100791	2/27/2006	1100791	2/4/2008		28	fishing tackle including fishing rods, reels and lines; fishing accessories, namely, fish hooks, sinkers, rod holders, floats and fishing lures
Brazil	FIN-NOR	Registered	828951217	1/25/2007	828951217	10/9/2012		28	fishing equipment
Canada	FIN-NOR	Registered	1333711	1/22/2007	TMA702522	12/7/2007		28	fishing rods and reels
Chile	FIN-NOR	Registered	760609	1/29/2007	809620	2/28/2008		28	Canas y carretes para pescar (fishing rods & reels)
China	FIN-NOR	Registered	4551529	3/21/2005	4551529	12/21/2008		28	Fishing tackles; fishing rods; winding wheels for fishing (reels)
China	FIN-NOR	Registered	1494764	7/1/1999	1494764	12/21/2000		31	fishing baits, live
Colombia	FIN-NOR	Registered	7008760	1/30/2007	341081	8/29/2007		28	fishing rods and reels (canas y carretes de pesca)
Costa Rica	FIN-NOR	Registered	2007-0005255	5/17/2007	188526	4/3/2009		28	Fishing rods and reels (canas de pescar, carretes de pescar y equipo de pesca en general)
Japan	FIN-NOR	Registered	2004-063149	6/24/2004	4856492	4/15/2005		28	Fishing gear
Malaysia	FIN-NOR	Registered	7023017	11/22/2007	7023017	11/22/2007		28	fishing rods and reels; all included in class 28
New Zealand	FIN-NOR	Registered	779716	11/16/2007	779716	5/22/2008		28	sporting articles including fishing equipment, fishing rods and reels
Paraguay	FIN-NOR	Registered	1797686	12/22/2017	471316	09/27/2018		28	All items of Class 28, including fishing equipment, such as rods and fishing reels.
Peru	FIN-NOR	Registered	303744	1/25/2007	129117	7/19/2007		28	fishing equipment such as fishing rods and reels
South Africa	FIN-NOR	Registered	200812634	6/3/2008	2008/12634	10/6/2010		28	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; fishing tackle; related accessories, namely fishing rods and reels; tackle boxes; fishing lures; fishing line; fishing hooks; bobbers; sinkers and bait holders
South Korea	FIN-NOR	Registered	1999-0022772	6/28/1999	40-0472714	6/29/2000		28	Korean fencing; Kumdo masks; Kumdo wooden swords; Kumdo bamboo swords; pistols for games; bludgeons; golf balls; golf gloves; golf clubs; targets
Taiwan	FIN-NOR	Registered	901897	7/2/1999	901897	8/16/2000		28	Floats, rods, hooks, vessels, vessels holders, baits for fishing, spools, fishing lines, fish creels, fish baskets, fishing threads, fish attractors, reels, retractable fishing rods racks, artificial fishing baits, fishing spool of thread, fishing reels, fish noise finders, fish tackle bags, golf, golf gloves, golf clubs, golf bags

Country	Mark	Status	Appl #	Filing Date	Reg #	Reg Date	Abandoned Date	Class	Description
Taiwan	FIN-NOR	Registered	921521	7/2/1999	921521	12/16/2000		31	foodstuff baits
Taiwan	FIN-NOR	Registered	1232826	11/16/2005	1232826	10/16/2006		28	Fishing rods, fishing reels, bearded needles, fishing lures, fishing lines, artificial fishing baits, floats, fish creels, fish baskets, fish attractors, retractable fishing rods, racks, sonic fish noise finders, fish attractors, fish tackle bags
Thailand	FIN-NOR	Registered	680105	11/22/2007	TM303770	11/22/2007		28	fishing rods and reels
US	FIN-NOR	Registered	78688362	8/9/2005	3138587	9/5/2006		28	fishing rods and reels
Venezuela	FIN-NOR	Registered	1246-2007	1/25/2007	P284501	4/21/2008		28	equipo de pesca (fishing equipment)
WIPO: Australia Iceland Namibia Norway Poland Russian Federation Singapore Switzerland European Union Republic of Korea	FIN-NOR	Registered	A0010355	11/15/2007	944585	11/15/2007		28	fishing rods and reels
Japan	FIN-NOR & DESIGN (FISH IN CIRCLE)	Registered	2004-063151	6/24/2004	4856493	4/15/2005		28	Fishing gear

Country	Mark	Status	Appl #	Filing Date	Reg #	Reg Date	Abandoned Date	Class	Description
Japan		Registered	H07-030057	3/28/1995	3353640	10/24/1997		12	vessels and their parts and fittings (translation provided by counsel in 2017)
	FIN-NOR & DESIGN (FISH IN CIRCLE) & KATAKANA								
Japan		Registered	H07-030056	3/28/1995	3353639	10/24/1997		12	vessels and their parts and fittings (translation provided by counsel in 2017)
	FIN-NOR & KATAKANA								
China	FIN-NOR (in Chinese & Japanese characters)	Registered	1481133	7/1/1999	1481133	11/28/2000		28	fishing tackles, appliances for physical exercise and gymnastics
China	FIN-NOR in Chinese & Japanese Characters	Registered	1481132	7/1/1999	1481132	11/28/2000		28	fishing tackles, appliances for physical exercises and gymnastics
China	FIN-NOR in English, Chinese Characters, Japanese Characters	Registered	1494766	7/1/1999	1494766	12/21/2000		31	fishing baits, live
China	FIN-NOR in English, Chinese Characters, Japanese Characters	Registered	1494765	7/1/1999	1494765	12/21/2000		31	fishing baits, live
Brazil	VAN STAAL	Registered	831010100	4/27/2011	831010100	8/5/2014		28	fishing equipment included class 28 (equipamentos de pesca incluidos NA Classe 28)
China	VAN STAAL	Registered	10972797	5/25/2012	10972797	9/14/2013		28	fishing rods and reels, and fishing tackles

Country	Mark	Status	Appl #	Filing Date	Reg #	Reg Date	Abandoned Date	Class	Description
Japan	VAN STAAL	Registered	57747/2007	6/7/2007	5175178	10/24/2008		28	fishing rods, fishing reels, fishing tiers, rod cases and tackle bags, other fishing tackle, parts and accessories of fishing tackle; sporting equipment; toy fishing tackle, other toys.
Japan	VAN STAAL	Registered	H10-012360	2/16/1998	4275338	5/21/1999		28	Tackle, rods, reels, pliers, tackle bags
South Africa	VAN STAAL	Registered	2008/12635	6/3/2008	2008/12635	10/14/2010		28	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees; fishing tackle; related accessories, namely fishing rods and reels, tackle boxes, fishing lures, fishing line, fishing hooks, bobbers, sinkers and bait holders
US	VAN STAAL	Registered	75423834	1/21/1998	2271723	8/24/1999		28	Fishing tackle; namely rods, reels, fishing pliers, and tackle bags
WIPO:	VAN STAAL	Registered	Z1231779	11/1/2004	845304	11/01/2004		28	fishing tackle, namely rods, reel, and tackle bags
Australia China Singapore European Union Republic of Korea									
EUTM	VS VAN STAAL Design	Registered	2904787	10/24/2002	2904787	3/15/2004		28	fishing tackle, namely rods, reels and fishing pliers
US	 VS (STYLIZED)	Registered	76069208	6/14/2000	2708340	4/22/2003		28	fishing tackle, namely rods, reels
US	MEGA DRAG	Registered	78691207	8/12/2005	3123300	8/1/2006		28	fishing reels
Japan	MEGA DRAG in English and Katakana	Registered	1996-011233	02/07/1996	4073646	10/24/1997		28	fishing reels
US	MEGA LITE	Registered	78691202	8/12/2005	3135507	8/29/2006		28	fishing rods and reels
US	C-VEX	Registered	76397865	4/18/2002	2787327	11/25/2003		28	Fishing tackle, namely fishing reels

Country	Mark	Status	Appl #	Filing Date	Reg #	Reg Date	Abandoned Date	Class	Description
US	SANTIAGO	Registered	78815140	2/15/2006	3360678	12/25/2007		28	Fishing reels
US	SUBAQUA	Registered	86479203	12/12/2014	4781955	7/28/2015		28	Fishing reels

TRADEMARK

REEL: 006810 FRAME: 0333

RECORDED: 12/06/2019