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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM556549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EBSCO Industries, Inc.		01/02/2020	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Summit Treestands, LLC	
Street Address:	5724 Highway 280 East	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35242	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3050389	BUCKSTEPS
Registration Number:	4049423	DEAD METAL
Registration Number:	3050391	RAPIDCLIMB
Registration Number:	3254769	RAZOR
Registration Number:	4446808	S
Registration Number:	4154127	SUMMIT
Registration Number:	3771461	SUMMIT TITAN
Registration Number:	3814073	SUMMITLOKT
Registration Number:	3035825	SWIFTREE
Registration Number:	3084856	TROPHY CHAIR
Registration Number:	3092597	VIPER

## **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

Correspondent Name: Wanda Dimon

Address Line 1: 5724 Highway 280 East

TRADEMARK

900530195 REEL: 006833 FRAME: 0640

Address Line 2: Address Line 4:	Legal Services Birmingham, ALABAMA 35242	
NAME OF SUBMITTER:	Tyler Novak	
SIGNATURE:	/tn/	
DATE SIGNED:	01/08/2020	
Total Attachments: 3	·	
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source=Trademark Assignment EBSCO to Summit#page2.tif		
source=Trademark Assignment EBSCO to Summit#page3.tif		

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of January 2, 2020 (the "Effective Date"), is entered into by and between EBSCO Industries, Inc., a Delaware corporation ("Assignor") and Summit Treestands, LLC, a Delaware limited liability company ("Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the present owner the trademark registrations and trademark applications listed on Schedule A hereto ("Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

### NOW, THEREFORE:

- 1. Assignment. Assignor does hereby irrevocably assign, convey, and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
- 2. <u>Acknowledgment</u>. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.
- 3. <u>Further Assurances</u>. Each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.
- 4. Binding Effect: Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the laws of Delaware, without regard to conflict-of-law principles thereof.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNOR:

EBSCO INDUSTRIES, INC.

Ву:

Name: Wer Novak

Title: Vice President

ASSIGNEE:

SUMMIT TREESTANDS, LLC

Name: Robert Schoenvogel

Title: President

# Schedule A

Word Mark	Serial#	Filing Date	Regil	Reg Date
BUCKSTEPS	78549302	1/18/2005	3050389	1/24/2006
DEAD METAL	85332774	5/27/2011	4049423	11/1/2011
RAPIDCLIMB	78549393	1/18/2005	3050391	1/24/2006
RAZOR	78581618	3/7/2005	3254769	6/26/2007
S (SUMMIT LOGO)	85871030	3/8/2013	4446808	12/10/2013
SUMMIT	85450486	10/18/2011	4154127	6/5/2012
SUMMIT TITAN	77821693	9/8/2009	3771461	4/6/2010
SUMMITLOKT	77874515	11/17/2009	3814073	7/6/2010
SWIFTREE	78549379	1/18/2005	3035825	12/27/2005
TROPHY CHAIR	78549370	1/18/2005	3084856	4/25/2006
VIPER	78549361	1/18/2005	3092597	5/16/2006
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