

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brownell & Company, Incorporated		09/18/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Badinotti Peru, S.A.		
Street Address:	14 Pooles Road		
City:	Midhurst, Ontario		
State/Country:	CANADA		
Postal Code:	L1L1X1		
Entity Type:	Sociedade Por Ações (S.A.): PERU		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1438182	FAST FLIGHT	
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:	8605482663		
Email:	amarks@uks.com		
Correspondent Name:	Adam Marks		
Address Line 1:	100 Pearl Street, 17th Floor		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Adam B. Marks		
SIGNATURE:	/Adam B. Marks/		
DATE SIGNED:	03/02/2020		
Total Attachments: 7			
source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page1.tif			
source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page2.tif			
source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page3.tif			
source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page4.tif			
source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page5.tif			

OP \$40.00 1438182

source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page6.tif

source=DOCS-#2240798-v1-Badinotti-Brownell-Bill_of_Sale_and_IP_Assignment_Agr#page7.tif

BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is entered into as of September 18 2019, by and between **BROWNELL & COMPANY INCORPORATED**, a Connecticut corporation ("Seller"), and **BADINOTTI PERU S.A.**, a Peruvian company ("Buyer").

WHEREAS, Seller's business is the manufacture and sale of bowstring material and serving material (the "Business"); and

WHEREAS, Buyer desires to purchase and acquire Seller's assets used in connection with the Business, and Seller desires to sell such assets to Buyer, all on the terms set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual understandings, promises and covenants contained herein (including the recitals set forth above), the parties hereto agree as follows:

1. TERMS OF PURCHASE AND SALE

1.1. Purchase and Sale of Assets. In consideration of the payment of Seventy Five Thousand and No/100 Dollars (\$75,000.00) by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby purchases and acquires, from Seller, and Seller hereby sells, conveys, transfers, assigns and delivers, to Buyer, **TO HAVE AND TO HOLD**, unto Buyer and its successors and assigns forever, free and clear of any pledge, lien, claim or other encumbrance of any kind whatsoever, all of the following assets of Seller, wherever located (collectively, the "Assets"):

(a) all electronic files and computer data used in the Business;

(b) all of the books, records, files, papers, data, billing histories, lists and other information pertaining or relating to the Business and the customers thereof (the customers of the Business being hereinafter referred to as the "Customers"), whether in hard copy or electronic format, including without limitation sales and promotional literature, manuals, sales and purchase correspondence, lists of present and former suppliers of goods or services and lists of present and former Customers;

(c) all Customer lists, trademarks, servicemarks, tradenames, and advertising material, and any registrations and rights relating thereto, and the goodwill associated therewith, and any other intellectual property or proprietary rights of any nature throughout the world, relating to the Business, including without limitation, (i) any and all rights under any patents (including, without limitation, any application, extension, reexamination, reissue, continuation or renewal related thereto), (ii) any and all inventions (whether or not patentable), discoveries, improvements, ideas, methods, processes, techniques and developments, and all notes, documents, information, data, materials and related know-how, (iii) copyrights (including, without limitation, rights in any application, registration, or renewal related thereto and any moral rights or droit moral as such term is commonly used throughout the world), (iv) trade

secrets, (v) domain names, and (vi) trademarks, service marks, trade dress, trade names and logos including, without limitation, sound logos, colors and any other means of consumer identification of source or origin (including without limitation any applications and registrations for any of the foregoing and the goodwill associated with each) (collectively, the "**Intellectual Property Rights**");

1.2. Assignment of Intellectual Property Rights. In furtherance, and not in limitation, of the foregoing, Seller hereby irrevocably transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's right, title and interest in, to and under the Intellectual Property Rights, including the patents and patent applications, registered trademarks and the domain names listed on **Schedule A** attached hereto, which Intellectual Property Rights shall include, but not be limited to, the following

- (a) the goodwill associated with the use thereof;
- (b) 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;
- (c) 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
- (d) 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.

1.3. Further Assurances. Seller hereby agrees to execute all documents reasonably requested by Buyer and use commercially reasonable efforts to assist Buyer, at Buyer's expense, to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications thereof), and similar governmental grants confirming or enhancing said rights and to transfer all domain names held by Seller or by third parties on Seller's behalf. Seller will promptly transfer all files and papers in its possession relating to such applications and registrations to Buyer after execution of this Agreement.

2. MISCELLANEOUS PROVISIONS.

2.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

2.2. Amendment. This Agreement may be amended by the parties hereto at any time, but only by an instrument in writing duly executed and delivered on behalf of each of the parties

hereto.

2.3. Headings. The section headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof. References to Sections are to portions of this Agreement unless the context requires otherwise.

2.4. Assignment; Successors and Assigns; No Third Party Rights. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns and nothing expressed or referred to in this Agreement shall be construed to give any person other than the parties to this Agreement any legal or equitable rights, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

2.5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or sent by reputable overnight courier, postage prepaid or by certified mail, return receipt requested, to the following addresses:

(a) if to Seller:

Brownell & Company Incorporated
429 East Haddam-Moodus Road
Moodus, CT 06469
Attention: Anthony Ferraz

(b) if to Buyer:

Badinotti Peru S.A.
c/o Badinotti North America Inc.
14 Pooles Road
Midhurst, Ontario L0L1X1
Canada
Attn: Ingolf Goetz

2.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles.

2.7. No Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by the other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

2234775

TRADEMARK

REEL: 006879 FRAME: 0633

2.8. Severability. The provisions of this Agreement are severable, and in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

2.9. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

2.10. Remedies. The rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full or partial termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedy and the aggrieved party shall in all events be entitled to seek whatever additional remedy may be available in law or in equity that are not expressly precluded by this Agreement.

2.11. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "include" or "including" means include or including, without limitation. Wherever the singular number is used for any noun, pronoun or verb in this Agreement, such noun, pronoun or verb shall be deemed to include the plural number, and the plural number shall likewise be deemed to include the singular, as the context may require. The word "person" means an individual, corporation, limited liability company, partnership, limited partnership or any other legal entity. Reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually. Reference to any gender includes each other gender. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. Reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder. The words "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof. The word "or" is used in the inclusive sense of "and/or". With respect to the

2234775

TRADEMARK

REEL: 006879 FRAME: 0634

determination of any period of time, "from" means "from and including" and "to" means "to but excluding". References to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. References to any section include all subsections unless expressly excluded.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

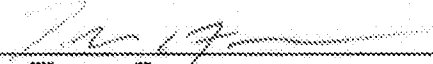


797

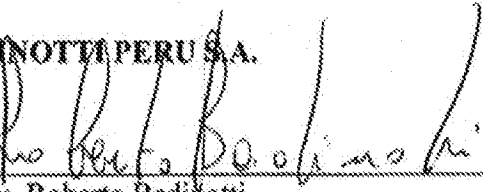
[Signature page to Bill of Sale and Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the day and year first above written.

BROWNELL & COMPANY INCORPORATED

By: 
Name: Thomas Ferraz
Title: President

BADINOTTI PERU S.A.

By: 
Name: Roberto Badinotti
Title: Director

By: 
Name: Gustavo Rizo Patron
Title: General Manager

Schedule A

Intellectual Property Rights

Patents:

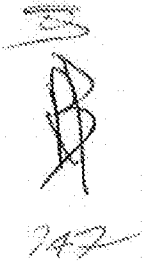
None.

Trademarks:

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
Brownell & Company Incorporated	Fast Flight	1438182	U.S.A.	April 28, 1987
Brownell & Company Incorporated	Brownell and Archer and design	2479590	U.S.A.	August 21, 2011

Domain Names:

www.brownellarchery.com
www.brownellco.com



Handwritten signature and initials, possibly 'B' and 'JF'.