

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wicked Tuff Gear LLC		04/29/2020	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outdoor Product Innovations, Inc.		
<b>Street Address:</b>	PO Box 1377		
<b>City:</b>	Elyria		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44036		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4501398	TOUGHEST SAWS ON EARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166961210		
<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>			
<b>Phone:</b>	2166961422		
<b>Email:</b>	kmh@mccarthylebit.com		
<b>Correspondent Name:</b>	Kristen M. Hoover		
<b>Address Line 1:</b>	101 W. Prospect Ave, Suite 1800		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>NAME OF SUBMITTER:</b>	Kristen M. Hoover		
<b>SIGNATURE:</b>	/kmh/		
<b>DATE SIGNED:</b>	05/22/2020		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 20, 2020, is made by and between **Wicked Tuff Gear LLC**, a Texas limited liability company ("Seller"), in favor of **Outdoor Product Innovations, Inc.**, an Ohio corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of April 29, 2020 (the "Asset Purchase Agreement"), each, a "Party" and collectively, the "Parties".

**WHEREAS**, under the terms of the Asset 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 and the Ohio Secretary of State; and

**NOW THEREFORE**, the Parties agree as follows:

1. Assignment. 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 "Assigned IP"):

(a) the patents and patent applications 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 registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 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 Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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. Successors and Assigns. 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

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

WICKED TUFF GEAR, LLC

By: 

Name: MAX DUNCAN

Its: President

OUTDOOR PRODUCT INNOVATIONS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

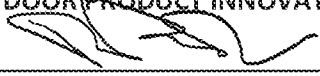
WICKED TUFF GEAR, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

OUTDOOR PRODUCT INNOVATIONS, LLC

By:  \_\_\_\_\_

Name: Daniel B. Reaser \_\_\_\_\_

Its: President \_\_\_\_\_

**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****US Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Application No.</b>	<b>Filing Date</b>
FOLDABLE-STORABLE POLE SAW	9,101,095	08/11/2015	13/633,204	10/02/2012
FOLDABLE SAW	D664823	08/07/2012	29/383,381	01/17/2011
POLE SAW	D723890	03/10/2015	29/440,505	12/21/2012
FOLDABLE-STORABLE POLE SAW	D723891	03/10/2015	29/472,373	11/12/2013
FOLDABLE-STORABLE POLE SAW	9,523,510	01/03/2017	14/203,706	03/11/2014
LIGHT POLE SAW	10,091,948	10/9/2018	14/746,152	06/22/2015

**US Patent Applications**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
MODULAR TOOLS WITH DETACHABLE COUPLING	16/155,689	10/09/2018


## SCHEDULE 2

## ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademark Registrations

Mark	Registration No.	Registration Date	Good/Services Description
TOUGHEST SAWS ON EARTH	4,501,398	03/25/2014	IC 008: hand saw for hunters, outdoorsmen, landscapers, and gardeners

Unregistered Trademarks

Mark	Date of First Use	Good/Services Description
WICKED TREE GEAR	10/06/2010	hand saw for hunters, outdoorsmen, landscapers, and gardeners
	10/06/2010	hand saw for hunters, outdoorsmen, landscapers, and gardeners
WICKED ULTRA LIGHT	2015	hand saw for hunters, outdoorsmen, landscapers, and gardeners
WICKED TOUGH	10/01/2011	hand saw for hunters, outdoorsmen, landscapers, and gardeners
WICKED ULTRA-LOCK CONNECTION	2015	hand saw for hunters, outdoorsmen, landscapers, and gardeners
WICKED SHARP	2011	hand saw for hunters, outdoorsmen, landscapers, and gardeners
ZERO SLOP HINGE LOCK	2012	hand saw for hunters, outdoorsmen, landscapers, and gardeners
FAIL SAFE BLADE LOCK DESIGN	2012	hand saw for hunters, outdoorsmen, landscapers, and gardeners

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