

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588901

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 10/21/2013 |
| RESUBMIT DOCUMENT ID: | 900551428 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|------------------------------------|
| Delta Sports Products, LLC | | 05/29/2020 | Limited Liability Company: UTAH |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------|
| Name: | Easton Technical Products, Inc. |
| Street Address: | 5040 West Harold Gatty Drive |
| City: | Salt Lake City |
| State/Country: | UTAH |
| Postal Code: | 84116 |
| Entity Type: | Corporation: UTAH |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|-----------------------|----------|------------------|
| Serial Number: | 77599790 | SPEED BAG |
| Serial Number: | 75679129 | TUFFBUCK |
| Serial Number: | 75679517 | TUFF SHOT SERIES |

CORRESPONDENCE DATA

Fax Number: 8019337373

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: (801) 933-7360

Email: kleiner.pamela@dorsey.com

Correspondent Name: Tiffany DW Shimada; Dorsey & Whitney LLP

Address Line 1: 111 South Main Street, Suite 2100

Address Line 2: IP Department

Address Line 4: Salt Lake City, UTAH 84111-2176

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|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | M287173 |
| NAME OF SUBMITTER: | Tiffany D.W. Shimada |
| SIGNATURE: | /Tiffany D.W. Shimada/ |
| DATE SIGNED: | 07/28/2020 |

Total Attachments: 2

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Products-Trademark_Assignment_Agreement-v1-signed#page1.tif

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Products-Trademark_Assignment_Agreement-v1-signed#page2.tif

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Delta Sports Products, LLC, a Utah limited liability company, ("Assignor") did, effective as of October 21, 2013, (the "Effective Date"), sell, transfer, and assign to Easton Technical Products, Inc., a Utah corporation, ("Assignee"), the trademarks more fully described in Schedule A (the "Marks").

WHEREAS, Assignor owned all right, title, and interest in and to the Marks, along with any goodwill associated with the Marks.

WHEREAS, Assignor and Assignee are parties to an Agreement and Plan of Merger effective as of September 19, 2013, pursuant to which Assignor agreed to transfer all assets to Assignee.

WHEREAS, after execution of the Articles of Merger effective as of October 21, 2013, Assignor transferred all assets to Assignee together with all aspects of Assignee's business.

WHEREAS, as of the date of the Articles of Merger, Assignor has effectively transferred ownership of the Marks to Assignee for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

NOW, THEREFORE, the parties agreed as follows and hereby reconfirm:

1. Assignor sold, transferred, and assigned to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Marks as they existed anywhere in the world and as may be created or acquired at any date in the future, along with all goodwill associated with the Marks, and with all claims arising out of or relating to the use or ownership of the Marks. This assignment included without limitation all applications and registrations for the Marks, all priority rights or claims based on international conventions, all rights to proceeds of the Marks, including income, royalties, fees, damages, profits, and payments then or thereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach, or default, of the Marks, including the right to any equitable relief recoverable, *Nunc Pro Tunc* effective as of the Effective Date.

2. Assignor agrees to execute and deliver any other documents and perform any other reasonable acts Assignee may request, in order to vest all of Assignee's right, title, and interest in and to the Marks that may be necessary and appropriate to effectuate the assignment and to establish Assignee's rights in the Marks.

3. Each party has signed this agreement effective on the date stated in the introductory clause.

[Signature page follows]

[Signature page to Trademark Assignment Agreement (Delta Sports Products)]

ASSIGNOR
DELTA SPORTS PRODUCTS, LLC

ASSIGNEE
EASTON TECHNICAL PRODUCTS, INC.

By: 
Karen Griffin, Secretary

Name:
Date: May 29, 2020

By: 
Karen Griffin, Secretary

Name:
Date: May 29, 2020