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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM608181

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Remington Arms Company, LLC		11/02/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JJE Brands, LLC
Street Address:	3850 Fernandina Road
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29210
Entity Type:	Limited Liability Company: SOUTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3713769	PANTHER
Registration Number:	1540397	PARDNER
Registration Number:	3069212	PARDNER PUMP
Registration Number:	1773568	H&R 1871
Registration Number:	1774662	H&R 1871
Registration Number:	1749367	HARRINGTON & RICHARDSON
Registration Number:	1754497	TOPPER

CORRESPONDENCE DATA

Fax Number: 6152591470

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: 6152591086

Email: trademarks@arlaw.com

Correspondent Name: Edward Playfair
Address Line 1: 424 Church Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	029967-1
NAME OF SUBMITTER:	Edward Playfair

SIGNATURE: /Edward Playfair/		
DATE SIGNED:	11/11/2020	
Total Attachments: 5		
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ACQUIRED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Acquired Intellectual Property Assignment Agreement (this "<u>Agreement</u>") dated as of November 2, 2020 (the "<u>Effective Date</u>") is entered into by and among Remington Arms Company, LLC, a Delaware limited liability company ("<u>Assignor</u>"), and JJE Brands, LLC, a South Carolina limited liability company ("<u>Recipient</u>").

Assignor and Recipient have entered into that certain Asset Purchase Agreement dated as of October 23, 2020, by and among Remington Outdoor Company, Inc., FGI Operating Company, LLC, FGI Holding Company, LLC, Barnes Bullets, LLC, FGI Finance Inc., Huntsville Holdings LLC, Remington Arms Distribution Company, LLC, 32E Productions, LLC, Great Outdoors Holdco, LLC, Outdoor Services, LLC, RA Brands, L.L.C., Remington Arms Company, LLC, and TMRI, Inc., and Recipient (the "Purchase Agreement"). Capitalized terms used and not defined herein have the meanings ascribed to them in the Purchase Agreement.

Assignor wishes to assign, transfer, and convey to Recipient all of Assignor's right, title, and interest in and to the Acquired Intellectual Property that is set forth on <u>Schedule 1</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Recipient agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably assigns, transfers, and conveys to Recipient all of such Assignor's right, title, and interest in and to the Acquired Intellectual Property that is set forth on <u>Schedule 1</u> attached hereto, together with the goodwill associated with the same. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Acquired Intellectual Property, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.
- 2. <u>General</u>. This Agreement shall be subject to Article 10 of the Purchase Agreement, which is hereby incorporated by reference herein, *mutatis mutandis*. In the event of conflict or discrepancies between the Purchase Agreement and this Agreement, the Purchase Agreement shall be the definitive and controlling version.

[signature pages follow]

Assignor and Recipient execute this Agreement as of the Effective Date.

Assignor:

Remington Arms Company, LLC

Name: Ken D'Arcy

Title: Chief Executive Officer

October 30, 2020

Date: _____

Recipient:

Title: Chief Executive Officer

Schedule 1

TRADEMARKS

All Trademark rights associated with the following:

HARRINGTON & RICHARDSON H&R 1871 TOPPER



All variations of the aforementioned.

Together with all applications and registrations for all of the aforementioned, including but not limited to the following:

County	Mark	Reg. No.	Owner
United States of America	PANTHER	3,713,769	Remington Arms Company, LLC
United States of America	PARDNER	1,540,397	Remington Arms Company, LLC
United States of America	PARDNER PUMP	3,069,212	Remington Arms Company, LLC
Canada	PARDNER	TMA361998	Remington Arms Company, LLC

County	Mark	Reg. No.	Owner
United States of America	H&R 1871	1,773,568	Remington Arms Company, LLC
United States of America	H&R 1871 (Design)	1,774,662	Remington Arms Company, LLC
United States of America	HARRINGTON & RICHARDSON	1,749,367	Remington Arms Company, LLC
United States of America	TOPPER	1,754,497	Remington Arms Company, LLC

RECORDED: 11/11/2020