

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Blue Overseas, Inc.		11/30/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Tortuga Outdoor, LLC		
Street Address:	1000 Ternes Drive		
City:	Monroe		
State/Country:	MICHIGAN		
Postal Code:	48162		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3475679	TORTUGA OUTDOOR	
Registration Number:	3471724		
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	404.885.3099		
Email:	trademarks@troutman.com		
Correspondent Name:	Brandon M. Reed, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	036857.000012		
NAME OF SUBMITTER:	Brandon M. Reed, Esq.		
SIGNATURE:	/Brandon M. Reed/		
DATE SIGNED:	02/11/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), is entered into as of the 30th day of November, 2020, by and among TRUE BLUE OVERSEAS, INC., a Georgia corporation d/b/a Tortuga Outdoors ("Assignor"), and TORTUGA OUTDOORS, LLC, a Delaware limited liability company (the "Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties." Capitalized terms that are not defined herein have the meanings ascribed to them in that certain Contribution and Purchase Agreement, effective as of November 30, 2020, by and among Backyard Products, LLC, a Delaware limited liability company ("Backyard Products"), Assignor, David Seitz, an individual resident of Georgia, Jeff Robertson, an individual resident of Georgia, and Assignee (the "Contribution and Purchase Agreement").

WHEREAS, Pursuant to the Contribution and Purchase Agreement, Assignor has agreed to execute this Assignment and assign to the Assignee all of each Assignor's right, title and interest in and to (a) the trademark registrations set forth on the attached Schedule 1 and all issuances, extensions, and renewals thereof (collectively, the "Trademarks"), (b) the copyright registrations set forth on Schedule 3.15 of the Contribution and Purchase Agreement and all issuances, extensions, and renewals thereof (collectively, the "Copyrights"), (c) the patent registrations set forth on Schedule 3.15 of the Contribution and Purchase Agreement and all issuances, extensions, and renewals thereof (collectively, the "Patents"), and (d) all other intellectual property rights of the Seller, whether or not registered or registrable or disclosed on Schedule 3.15 of the Contribution and Purchase Agreement, that would otherwise be considered a Contributed Asset (the "Other Intellectual Property", collectively with the Trademarks, Copyrights and Patents, the "Seller Intellectual Property"), and the Assignee has agreed to acquire all right, title and interest in and to the Seller Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Under the terms set forth in the Contribution and Purchase Agreement, Assignor hereby sells, assigns, transfers, assigns, contributes and delivers to the Assignee, all of such Assignor's worldwide rights, title and interest and benefit in and to, as of the Closing Date, all the Seller Intellectual Property, together with the right to all past, present and future income, royalties, fees, damages, payments and other proceeds due now or hereafter due or payable with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claims, and collect all damages for any past, present, or future infringement, dilution, misuse, breach or misappropriation of the Seller Intellectual Property, including the goodwill of the businesses connected to the use of any of the Seller Intellectual Property, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

2. Recordation. Each Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office, the United States Copyright Office, any foreign equivalents to the foregoing, and any other governmental body with the power to record the Seller Intellectual Property to record the Assignee as owner of the Trademarks, Patents, Copyrights and other Seller Intellectual Property that may be recorded, and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives. Each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence, or perfect the foregoing assignments to Assignee, or any assignee or successor thereto.

3. Terms of the Contribution and Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Contribution and Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Seller Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution and 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 Contribution and Purchase Agreement and the terms hereof, the terms of the Contribution and Purchase Agreement shall govern. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that Seller makes no representation or warranty with respect to the Seller Intellectual Property being conveyed hereby, except as specifically set forth in the Contribution and Purchase Agreement.

4. Cooperation. Each Assignor agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Seller Intellectual Property) known to such Assignor with respect to the Seller Intellectual Property, and, at Assignee's cost, it will, as reasonably requested by Assignee, testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the reasonable request of Assignee to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Seller Intellectual Property and in enjoying the full benefits thereof. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor to act as Assignor's attorney-in-fact solely for the purpose of executing any reasonable and lawful documents required to be executed by Assignor which execution has not been completed within seven (7) days after request therefor by Assignee.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Intended Third Party Beneficiary. Backyard Products is an express third-party beneficiary to this Agreement and shall have the right to enforce any and all provisions of this Agreement as if it were a party hereto.

7. Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

TRUE BLUE OVERSEAS, INC., a Georgia corporation

By: David Seitz
Name: David Seitz
Title: President

State of Georgia

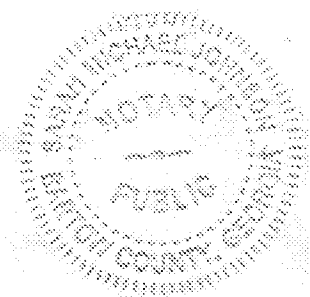
County of Bartow

Before me, Sarah Michael Johnson on this day personally appeared David Seitz, the President of TRUE BLUE OVERSEAS, INC., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on NOV 30th, 2020

(Personal Seal)

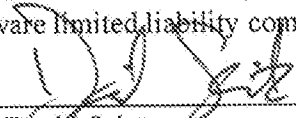
Sarah Michael Johnson
Notary Public's Signature



IN WITNESS WHEREOF, the Assignors and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

TORTUGA OUTDOORS, LLC,
a Delaware limited liability company

By: 
Name: David Seitz
Title: President

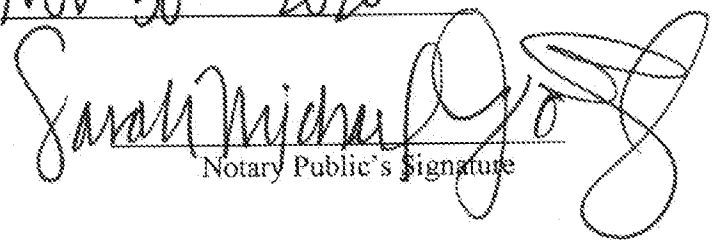
State of Georgia

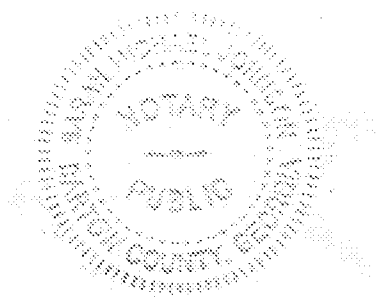
County of Bartow

Before me, Sarah Michael Wilson on this day personally appeared David Seitz, the President of TORTUGA OUTDOORS, LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on Nov 30th 2020

(Personal Seal)


Notary Public's Signature



Schedule 1

Registered Trademarks

Trademark	Owner	Registration Number	Registration Date	Status
Tortuga Outdoor (word mark)	True Blue Overseas, Inc.	3475679	July 29, 2008	Live (renewed 05/11/2018)
	True Blue Overseas, Inc.	3471724	July 22, 2008	Live (renewed 05/11/2018)