

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628138

|   |  |                                 |                            |
|---|--|---------------------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                                 |                            |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                                 |                            |
| <b>SEQUENCE:</b>  | 2  |                                 |                            |
| <b>CONVEYING PARTY DATA</b>   |  |                                 |                            |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>           | <b>Entity Type</b>         |
| BIG DOG HUNTING, LLC  |  | 03/31/2020                      | Limited Liability Company: |
| <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: 2</b>  |  |                                 |                            |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                |                            |
| <b>Registration Number:</b>   | 4817563  | ADVANCED "TAKE-DOWN"            |                            |
| <b>Registration Number:</b>   | 4830596  | ADVANCED "TAKE-DOWN" TREESTANDS |                            |
| <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>   | 02/24/2021   |                                 |                            |
| <b>Total Attachments: 11</b>  |  |                                 |                            |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of May 15, 2020, is made by and between **Big Dog Hunting, LLC**, a Wisconsin limited liability company ("**Seller**"), and **Outdoor Product Innovations, Inc.**, an Ohio corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of March 31, 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) the domain names set forth on Schedule 3 hereto and the registrations thereof (the "**Domains**"), together with the goodwill of the business connected with the use of, and symbolized by, the Domains;

(d) 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;

(e) 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

(f) 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. Assigned IP and Previous Third Parties Owners. Seller affirms that certain Assigned IP was previously acquired by Seller from third parties, specifically Lone Fountain Holdings, LLC, Advanced Treestand Investments, LLC, and Ryan Wheelington (the "**Prior IP Owners**"), as set forth on Schedule 4 hereto (the "**Acquired IP**"). Seller hereby authorizes the Prior IP Owners to discuss the Acquired IP and cooperate with Buyer as necessary to effect and record this IP Assignment to Buyer, notwithstanding any nondisclosure or confidentiality agreements between Seller and Prior IP Owners. Seller further agrees to execute an affidavit that memorializes its previous acquisition of the Acquired IP attached hereto at Attachment A.

4. 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.

5. 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.

6. 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.

7. 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.

BIG DOG HUNTING, LLC

By: 

Name: PATRICK McINTYRE

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.

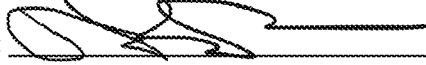
**BIG DOG HUNTING, LLC**

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

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

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

**OUTDOOR PRODUCT INNOVATIONS, LLC**

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

Name: Daniel Reaser \_\_\_\_\_

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


## SCHEDULE 1

## ASSIGNED US PATENTS

| Title                                       | Patent No. | Issue Date | Application No. | Filing Date |
|---|------------|------------|-----------------|-------------|
| TREE STAND LOCK APPARATUS AND METHOD OF USE | 7,584,940  | 09/08/2009 | 12/189,870      | 08/12/2008  |
| MODULAR TREE STAND                          | 9,027,709  | 05/12/2015 | 14/081,299      | 11/15/2013  |
| SWINGDOWN TREESTAND AND STICK SYSTEM        | 10,582,704 | 03/10/2020 | 15/866,114      | 01/09/2018  |
| ROUNDED PLATFORM TREE STAND                 | D558,897   | 01/01/2008 | 29/268,658      | 11/09/2006  |
| ROUNDED PLATFORM TREE STAND                 | D558,898   | 01/01/2008 | 29/268,659      | 11/09/2006  |
| STACKABLE LADDER                            | D609,365   | 02/02/2010 | 29/315,143      | 05/29/2009  |
| PAIR OF FOOT PLATFORM SUPPORT TUBES         | D613,424   | 04/06/2010 | 29/316,665      | 10/19/2009  |
| GROUND BLIND                                | D621,898   | 08/17/2010 | 29/314,656      | 04/16/2009  |
| PLATFORM FOR A TREE STAND                   | D721,186   | 09/08/2009 | 29/462,627      | 08/12/2008  |
| HUNTING TREE STAND                          | D725,292   | 03/24/2015 | 29/462,616      | 08/06/2013  |
| SUPPORT BAR FOR A TREE STAND                | D762,139   | 07/26/2016 | 29/531,424      | 06/25/2015  |

## SCHEDULE 2

## ASSIGNED US TRADEMARK REGISTRATIONS

| Mark  | Registration No. | Registration Date | Good/Services Description  |
|---|------------------|-------------------|--|
| ADVANCED "TAKE-DOWN"  | 4,817,563        | 09/22/2015        | IC 028: Hunting stands   |
|  | 4,830,596        | 10/13/2015        | IC 028: Hunting stands   |
| BIG DOG TREESTANDS  | 3249042          | 06/05/2007        | IC 028: Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys |
| TIMBER STRIKE TREESTANDS  | 3196880          | 01/09/2007        | IC 028: Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys |



**SCHEDULE 3**

**ASSIGNED DOMAIN NAMES**

- [www.bigdoghunting.com](http://www.bigdoghunting.com)
- [www.advancedtreestands.com](http://www.advancedtreestands.com)
- [www.bigdog-outdoors.com](http://www.bigdog-outdoors.com)
- [www.bigdogtreestands.com](http://www.bigdogtreestands.com)
- [www.bigdogtreestands.net](http://www.bigdogtreestands.net)
- [www.buckstandz.com](http://www.buckstandz.com)
- [www.buildyourstand.com](http://www.buildyourstand.com)
- [www.dogjawz.com](http://www.dogjawz.com)
- [www.lockjawztreestands.com](http://www.lockjawztreestands.com)
- [www.thenewbigdog.com](http://www.thenewbigdog.com)
- Any variations on the above.
- Any social media pages or accounts, such as Facebook, YouTube, and Amazon, that belong to Seller and are used on the Business, including the Facebook pages for "Big Dog Outdoors," "Big Dog Hunting," "Advanced Treestands," and "LockJawz Treestands."
- Any toll-free telephone numbers used in the Business.


## SCHEDULE 4

## ACQUIRED IP

US Patents

| Title                                       | Patent No. | Issue Date | Application No. | Filing Date | Listed Owner                        |
|---|------------|------------|-----------------|-------------|-------------------------------------|
| TREE STAND LOCK APPARATUS AND METHOD OF USE | 7,584,940  | 09/08/2009 | 12/189,870      | 08/12/2008  | Lone Fountain Holdings, LLC         |
| MODULAR TREE STAND                          | 9,027,709  | 05/12/2015 | 14/081,299      | 11/15/2013  | Advanced Treestand Investments, LLC |
| SWINGDOWN TREESTAND AND STICK SYSTEM        | 10,582,704 | 03/10/2020 | 15/866,114      | 01/09/2018  | Advanced Treestand Investments, LLC |
| PLATFORM FOR A TREE STAND                   | D721,186   | 09/08/2009 | 29/462,627      | 08/12/2008  | Advanced Treestand Investments, LLC |
| HUNTING TREE STAND                          | D725,292   | 03/24/2015 | 29/462,616      | 08/06/2013  | Ryan Wheelington                    |
| SUPPORT BAR FOR A TREE STAND                | D762,139   | 07/26/2016 | 29/531,424      | 06/25/2015  | Advanced Treestand Investments, LLC |

US Trademark Registrations

| Mark  | Registration No. | Registration Date | Good/Services Description | Listed Owner                        |
|---|------------------|-------------------|---------------------------|-------------------------------------|
| ADVANCED "TAKE-DOWN"  | 4,817,563        | 09/22/2015        | IC 028: Hunting stands    | Advanced Treestand Investments, LLC |
|  | 4,830,596        | 10/13/2015        | IC 028: Hunting stands    | Advanced Treestand Investments, LLC |

ATTACHMENT A

AFFIDAVIT OF PATRICK MCINTYRE, PRESIDENT AND OWNER OF BIG DOG HUNTING, LLC

STATE OF WISCONSIN )  
 )  
COUNTY OF MILWAUKEE )

I, Patrick McIntyre, being duly sworn, on oath, do hereby state as follows:

1. I am the president and owner of Big Dog Hunting, LLC, a Wisconsin limited liability company ("Big Dog Hunting"). I have personal knowledge of the facts stated herein and am competent to attest to these facts.

2. On September 27, 2016 the inventor, Benjamin Ray Gee, did assign all right, title, and interest to US Patent No. 7,584,940 for "TREE STAND LOCK APPARATUS AND METHOD OF USE" (the "'940 Patent") to Lone Fountain Holdings, LLC ("Lone Fountain"), and said assignment was duly recorded at reel/frame 041536/0551 (the "First Assignment").

3. On information and belief, subsequent to the First Assignment and prior to January 1, 2017, Big Dog Treestand, Inc., an Illinois corporation, acquired from Lone Fountain and Lone Fountain did assign all right, title, and interest to the '940 Patent to Big Dog Treestand, Inc. (the "Second Assignment").

4. On information and belief, subsequent to the Second Assignment and prior to January 1, 2017, Big Dog Outdoors, Inc., an Illinois corporation, acquired from Big Dog Treestand, Inc. and Big Dog Treestand, Inc. did assign all right, title, and interest to the '940 Patent to Big Dog Outdoors, Inc. (the "Third Assignment").

5. On information and belief, subsequent to the Third Assignment and prior to January 1, 2018, Big Dog Hunting acquired from Big Dog Outdoors, Inc. and Big Dog Outdoors, Inc. did assign all right, title, and interest to the '940 Patent to Big Dog Hunting.

6. On or about February 28, 2018, Big Dog Hunting acquired from Advanced Treestand Investments, LLC and Advanced Treestand Investments, LLC did assign all right, title, and interest to the following intellectual property to Big Dog Hunting:

- (i) US Patent No.: 9,027,709
- Title: MODULAR TREE STAND
- Issue Date: 05/12/2015
- Application No.: 14/081,299

{01442018-1}

Filing Date: 11/15/2013

(ii) US Patent No.: 10,582,704  
 Title: SWINGDOWN TREESTAND AND STICK SYSTEM  
 Issue Date: 03/10/2020  
 Application No.: 15/866,114  
 Filing Date: 01/09/2018

(iii) US Patent No.: D721,186  
 Title: PLATFORM FOR A TREE STAND  
 Issue Date: 09/08/2009  
 Application No.: 29/462,627  
 Filing Date: 08/12/2008

(iv) US Patent No.: D762,139  
 Title: SUPPORT BAR FOR A TREE STAND  
 Issue Date: 07/26/2016  
 Application No.: 29/531,424  
 Filing Date: 06/25/2015

(v) US Trademark: ADVANCED "TAKE-DOWN"  
 Registration No.: 4,817,563  
 Registration Date: 09/22/2015  
 Good/Services: IC 028: Hunting stands



(vi) US Trademark:  
 Registration No.: 4,830,596  
 Registration Date: 10/13/2015  
 Good/Services: IC 028: Hunting stands

7. On or about February 28, 2018, Big Dog Hunting acquired from Ryan Wheelington and Ryan Wheelington did assign all right, title, interest to the following intellectual to Big Dog Hunting:

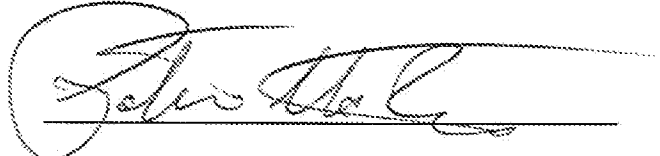
(i) US Patent No.: D725,292  
 Title: HUNTING TREE STAND  
 Issue Date: 03/24/2015  
 Application No.: 29/462,616  
 Filing Date: 08/06/2013

8. The above identified assignments outlined in paragraphs 3 through 7 above were never recorded or submitted for recording with the United States Patent and Trademark Office.

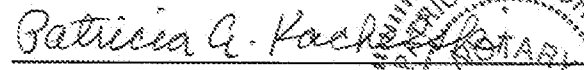
9. On or about March 31, 2020, I executed an Asset Purchase Agreement on behalf of Big Dog Hunting and transferred ownership of and all right, title, and interest to the above identified intellectual property to Outdoor Product Innovations, Inc.

10. I declare that all statements made herein are of my own knowledge and are true, and I understand that willful false statements and the like are punishable by fine or imprisonment, or both (under 18 U.S.C. § 1001), and that such statements may jeopardize the validity of the application or any registration resulting therefrom.

FURTHER AFFIANT SAYETH NAUGHT.

  
Patrick McIntyre

SUBSCRIBED AND SWORN TO BEFORE ME, this 20 day of May 2020  
20\_\_.

  
NOTARY PUBLIC  
*Comm. exp. 7-11-20*  
