ETAS ID: TM643849

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ameristep Corporation a/k/a Ameristep, Inc.		02/20/2013	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Evolved Ingenuity, L.L.C.
Street Address:	602 Fountain Parkway
City:	Grand Prairie
State/Country:	TEXAS
Postal Code:	75050
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2668905	DOGHOUSE
Registration Number:	2668872	OUTHOUSE

CORRESPONDENCE DATA

Fax Number:

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: 4142775000

Email: tm-dept@quarles.com

Correspondent Name: Katelin V. Drass

411 E. Wisconsin Ave. Address Line 1:

Address Line 2: **Suite 2400**

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	157952.00002
NAME OF SUBMITTER:	05/03/2021
SIGNATURE:	/Katelin V. Drass/
DATE SIGNED:	05/03/2021

Total Attachments: 5

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IP ASSIGNMENT

This IP Assignment ("Assignment") is entered into as of November 28, 2012 ("Effective Date"), by and between AMERISTEP CORPORATION, aka AMERISTEP, INC., a Michigan corporation ("Assignor"), represented by its undersigned duly authorized representative and EVOLVED INGENUITY, L.L.C., a Texas limited liability company ("Assignee"), represented by its undersigned duly authorized representative.

WHEREAS, Assignor has adopted, used, and is using and is the owner of the trademarks and other intellectual property set forth on <u>Schedule A</u> attached hereto and made a part hereof (collectively the "Trademarks") now registered in the United States Patent and Trademark Office ("USPTO");

WHEREAS, Assignor has filed applications with the USPTO seeking registration of certain trademarks and design drawings set forth on <u>Schedule B</u> attached hereto and made a part hereof ("Trademark Applications");

WHEREAS, Assignor and Assignee are parties to that certain Definitive Purchase Agreement dated of even date herewith (the "DPA");

WHEREAS, pursuant to the terms of the DPA, Assignee shall purchase the Assets of Assignor, including, but not limited to, the Trademarks and Trademark Applications.

NOW, THEREFORE, in consideration of the mutual agreements and terms and conditions stated herein, the parties hereby agree as follows:

- 1. In consideration of the purchase price set forth in the DPA to be paid in accordance therewith, and other good and valuable consideration, Assignor hereby assigns, sets over, delivers, transfers and conveys valid and merchantable title and all of Assignor's right, title, and interest in the United States and worldwide in and to the Trademarks and the Trademark Applications, together with the goodwill of Assignor's business symbolized by said Trademarks and Trademark Applications.
- 2. The Trademark Applications for "BLIND SIDE" and "BLIND EYE" pertain to Assignor's business. Assignee is a successor to those assets of Assignor's business to which the marks of the Trademark Applications pertain.
- 3. Assignor hereby requests and directs the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office issue the Certificates of Registration relating to the Trademarks to Assignee and transfer all right, title and interest in the Trademark Applications to Assignee, Evolved Ingenuity L.L.C. Assignor and Assignee hereby agree that Assignee will file this Assignment with the United States Patent and Trademark Office to effectuate the assignments granted herein.

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- 4. Assignor hereby represents and warrants that the DPA, the Trademarks and the Trademark Applications are in full force and effect and have not been modified, amended or changed in any manner whatsoever.
- 5. This Assignment shall inure to the benefit of Assignor and Assignee and their respective heirs, legatees or assigns. This Assignment shall be governed by the laws of the state of Michigan, without regard to conflicts of laws. To the extent either party institutes litigation to enforce its rights under this Assignment, the non-prevailing party shall be obligated to reimburse the prevailing party for all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection therewith.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHERBOF, the parties hereto have executed and delivered this IP Assignment as of the Effective Date first above written.

ASSIGNOR:

AMERISTEP CORPORATION

BY: Kraff Walder

Name: Braff Walder

Duly Authorized Officer

On this ZOW day of FEDTUATE , 2013, in Genesee County, Michigan, Brett L. Wehner personally appeared and acknowledged that he executed the foregoing Assignment on behalf of Assignor and pursuant to authority duly received.

Notary Public State of Michigan Saginau County Printed Name: Megan Lang

Notary Number: 11/# in Michigan

MEGAN LANG
NOTARY PUBLIC - MICHIGAN
SAGINAW COUNTY
ACTING IN THE COUNTY OF LIFT LACE
MY COMMISSION EXFIRES 01/28/2016

SCHEDULE A

TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date
CAT TANGLE	78732687	3253058	June 19, 2007
CARBONATOR	77459696	3655638	July 14, 2009
TOMTAKER	77459379	3640893	June 16, 2009
SUPER CAM	76591688	3136265	August 29, 2006
LADDER AND A HALF	76622794	3254052	June 19, 2007
EDGE RELEAF	76484773	2836103	April 27, 2004
JAKEHOUSE	76381898	2677552	January 21, 2003
FIELDHOUSE	76381897	2677551	January 21, 2003
PENTHOUSE	76379247	2674742	January 14, 2003
AMERISTEP	76379143	2671933	January 7, 2003
DOGHOUSE	76377985	2668905	December 31, 2002
OUTHOUSE	76375571	2668872	December 31, 2002
FROM THE GROUND UP	76374745	2635255	October 15, 2002
SNOW TANGLE	75751947	2840495	May 11, 2004
TANGLE	75751946	2871934	August 10, 2004

SCHEDULE B

TRADEMARK APPLICATIONS

Trademark	Serial No.	Application Date
BLIND SIDE	85532979	February 3, 2012
BLIND EYE	85532966	February 3, 2012
[Design Drawing]	85547049	February 20, 2012

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