

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RyPro Fishing LLC		09/13/2019	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mystery Tackle Box, Inc.		
<b>Street Address:</b>	549 W Randolph		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60608		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4765927	JIG WIG	
<b>Registration Number:</b>	4929002	CYCLEBAIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>	312-781-6013		
<b>Email:</b>	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
<b>Correspondent Name:</b>	Kate Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>NAME OF SUBMITTER:</b>	Kathryn Starshak		
<b>SIGNATURE:</b>	/Kathryn Starshak/		
<b>DATE SIGNED:</b>	05/11/2021		
<b>Total Attachments: 4</b>			
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Exhibit D

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (“Assignment”) is made and entered into as of September 13, 2019 (the “Effective Date”) by and between Mystery Tackle Box, Inc., a Delaware corporation dba Catch Co., dba Karl’s Bait & Tackle, the “Assignee”) and RyPro Fishing LLC (“Assignor”).

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark rights into and to the United States trademarks identified in Schedule A attached hereto and made a part hereof (the “Marks”).

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

1. Assignment. Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title, and interest in and to the Marks, including all common law rights in and to the Marks, the goodwill of the business associated therewith or symbolized thereby, together with any renewals and extensions thereof and all other corresponding rights that are or may be secured under the laws of the United States and any corresponding foreign rights, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing and all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement or other unauthorized use of the Marks assigned to Assignee hereunder.

2. Recordation. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this instrument.

3. General. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of the parties hereto. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois (without giving reference to the principles of conflicts of law). This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one document. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute

signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Assignor: RyPro Fishing LLC**

**Assignee: Mystery Tackle Box, Inc.**

Signature *Ryan Rye*  
RYPRO  
FISHING LLC  
Name: Ryan Rye  
Title: President  
Date: 09/13/2019

Signature *Tim MacGuidwin*  
Name: Tim MacGuidwin  
Title: COO  
Date: 09/13/2019

Schedule A

Trademark	Country	App No	App Date	Registration No	Registration Date
JIG WIG	United States of America	86/350,331	July 28, 2014	4765927	June 30, 2015
CYCLEBAIT	United States of America	86/590/218	April 7, 2015	4929002	March 29, 2016

Exhibit E

**ROYALTY TERM EXAMPLE**

Example of Royalty Term for each patent or patent pending

For avoidance of doubt, the two examples below demonstrate how the royalty term for each patent will work:

**Patent A:**

Product A1, launched at year 0.5, royalty stream on any use until year 3.5

Product A2, launched at year 1.0, royalty stream until year 3.5

Product A3: launched at year 4, no royalty

**Patent B:**

Product B1: launched at year 2.5, royalty stream until year 5.

Product B2: launched at year 4, royalty stream until year 5

Product B3: launched at year 5, no royalty