

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venor LLC		04/08/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Vista Outdoor Inc.		
Street Address:	262 North University Drive		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5950579	VENOR	
Registration Number:	5814051	VENOR	
Registration Number:	5967860	VENOR	
Registration Number:	5967858	VENOR	
Registration Number:	5967859	VENOR	
CORRESPONDENCE DATA			
Fax Number:	6503520699		
<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:	6503520507		
Email:	vistaRSdocket@reedsmith.com		
Correspondent Name:	Katherine M. Basile		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
NAME OF SUBMITTER:	Justine J. Lee		
SIGNATURE:	/Justine J. Lee/		
DATE SIGNED:	05/11/2021		
Total Attachments: 5			

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EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), is made and entered into as of April 8, 2021 (the "Effective Date"), by and between Vista Outdoor Inc., a Delaware corporation (the "Assignee") and Venor LLC, a Minnesota limited liability company (the "Assignor"). The Assignor and the Assignee are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Assignor is the owner of the trademarks and trademark applications described on Schedule 1 (the "Trademarks"); and

WHEREAS, the Assignor, the Assignee, Ajoy Creative, LLC, and Angela Erickson, an individual are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Assignor transferred all or substantially all of the Business of the Assignee, which included, among other things, the assignment from the Assignor to the Assignee of all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, the Assignor shall and hereby do sell, transfer, and assign to the Assignee, and its successors and assigns, the Assignor's entire right, title, and interest in the Trademarks including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with, the goodwill of the Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, together with all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights with respect to the Trademarks, including causes of action and other enforcement rights for (a) damages, (b) injunctive relief, and (c) any other remedies of any kind, and in each case for past, current, and future infringement of any such Trademarks, including royalties and other payments.

The Assignor hereby authorizes the respective trademark office (e.g., US Patent and Trademark Office) or Government authority in each applicable jurisdiction to issue any and all trade and service marks or other similar governmental grants, registrations, or issuances that may be granted for any of the Trademarks in the name of the Assignee, as the assignee.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this agreement or the licenses granted hereunder may be instituted in the federal courts of the United States or the

courts of the State of Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

The Parties hereto agree that irreparable damage would occur if any provision of this Trademark Assignment were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.


This Trademark Assignment shall inure to the benefit of and be binding upon the Assignee and the Assignor and their respective successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNEE:

VISTA OUTDOOR INC.

By: 
Name: Dylan S. Ramsey
Title: General Counsel & Corporate Secretary

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

VENOR LLC

DocuSigned by:

BY: *Angela Erickson*

Name: Angela Erickson

Title: owner

SCHEDULE I OF EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Class	Reg #
VENOR	USA	21	5,950,579
VENOR	USA	14	5,814,051
VENOR	USA	18	5,967,860
VENOR	USA	35	5,967,858
VENOR	USA	25	5,967,859
VENOR	EU	18,25,28	016781668
VENOR	AU	18,25	1888551
VENOR	CA	18,25	1868634

Unregistered Trademarks:

1. None.