

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Trophy Hunters Association, Ltd.		09/09/2021	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Safari Club International		
Street Address:	4800 West Gates Pass Road		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85745		
Entity Type:	Non-Profit Corporation: ARIZONA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4110210	BUCKS & BBQ	
Registration Number:	4631855	HUNTERS EXTRAVAGANZA	
Registration Number:	4852312	HUNTING AND FISHING EXTRAVAGANZA	
Registration Number:	3863788	SHOW YOUR SKULL	
Registration Number:	3840003		
Registration Number:	3585877	TEXAS TROPHY HUNTERS ASSOC.	
Registration Number:	4343073	TEXAS TROPHY HUNTERS ASSOC. BUCKS & BBQ	
Registration Number:	3585878	TEXAS TROPHY HUNTERS ASSOCIATION	
Registration Number:	3452546	THE JOURNAL OF THE TEXAS TROPHY HUNTERS	
Registration Number:	3452545	THE JOURNAL OF THE TEXAS TROPHY HUNTERS	
Registration Number:	3546813	THE VOICE OF TEXAS HUNTING	
Registration Number:	3789793	TROPHY HUNTERS TV	
Registration Number:	3580403	TTHA	
Serial Number:	88157515	OUTDOORS EXTRAVAGANZA	
CORRESPONDENCE DATA			
Fax Number:	6027985595		
<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>			

CH \$365.00 4110210

Phone: 602.798.5485
Email: shorem@ballardspahr.com
Correspondent Name: Jonathon A. Talcott
Address Line 1: Ballard Spahr LLP
Address Line 2: 1 E Washington Street, Suite 2300
Address Line 4: Phoenix, ARIZONA 85004-2555

NAME OF SUBMITTER: Jonathon A. Talcott

SIGNATURE: /Jonathon A. Talcott/

DATE SIGNED: 09/10/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “IP Assignment”) is entered into effective as of September 9, 2021 (“Effective Date”), by and between Safari Club International, an Arizona nonprofit corporation (“SCI” or “Buyer”), and Texas Trophy Hunters Association, Ltd., a Texas limited partnership (“TTHA” or “Seller”).

RECITALS

WHEREAS, SCI has entered into a Bill of Sale and Assignment and Assumption Agreement with TTHA, dated August 30, 2021 (the “Bill of Sale”);

WHEREAS, the Bill of Sale defined the intellectual property owned by TTHA as “all intellectual property used in Seller’s business, including all trademarks, service marks, tradenames, assumed names, copyrights, domain names, web addresses, computer hardware and software, technology, know-how and trade secrets, all of which are listed on Exhibit B” attached to the Bill of Sale (hereafter, collectively, “Intellectual Property”); and

WHEREAS, pursuant to Paragraph 4 of the Bill of Sale, TTHA agreed that “[e]ach item owned by Seller immediately prior to the Closing will be owned by Buyer immediately after the Closing,” and that TTHA would delivery “all necessary documents to effectuate the full and complete assignment” of all of the Intellectual Property in accordance with the timing and procedure specified in the Bill of Sale.

NOW THEREFORE, in furtherance of Paragraph 4 of the Bill of Sale, the parties agree as follows:

1. Assignment of all Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TTHA hereby irrevocably conveys, transfers and assigns to SCI, and SCI hereby accepts, all of TTHA’s right, title and interest in and to the Intellectual Property, including but not limited to the following:

(a) all copyrights and copyright registrations set forth on Schedule 1 hereto, including all issuances, extensions and renewals thereof, all derivative works arising or created therefrom, and any licenses applicable thereto (the “Copyrights”);

(b) all trademarks, trademark registrations, and trademark applications set forth on Schedule 2 hereto and all derivatives, iterations, issuances, extensions and renewals thereof (the “Trademarks”), together with all common law and unregistered rights associated therewith and all of the goodwill of the business associated or connected with the use of, and symbolized by, the Trademarks;

(c) all domain names, websites, and social media profiles set forth on Schedule 3, including all content located thereon and all Intellectual Property associated therewith;

(d) all rights of any kind whatsoever of TTHA 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, licenses, 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. TTHA Representation/Warranty of Clear Title and No Infringement. TTHA represents and warrants that, as of the Effective Date: (i) TTHA holds good and valid title in and to all of the Intellectual Property; (ii) the Intellectual Property is and shall be free and clear of any and all Liens of any kind, nature and description whatsoever; and (iii) to the best of Seller's knowledge that TTHA's use of the Intellectual Property is not infringing or otherwise violating and has not infringed or otherwise violated the rights of any third party or Person.

3. Recordation and Further Actions. TTHA hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by SCI. Pursuant to Section 4 of the Bill of Sale, and by no later than the Closing Date, TTHA shall complete, execute, and deliver to the Escrow Agent the transfer and recordation forms substantially in the form of those attached hereto as Schedule 4 (Trademarks) and Schedule 5 (Copyrights), and as necessary to take any and all additional steps and actions, and provide such cooperation and assistance to SCI 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 assignment of the Intellectual Property to SCI, or any assignee or successor thereto, and further including any actions necessary or appropriate to transfer domain names as required by the applicable domain name registrar.

4. Transfer of Domain Names and Credentials for Websites, Social Media, and Electronic Mailing Addresses. By no later than the Closing Date, TTHA shall: (i) complete the process of transferring to SCI the domain names in Schedule 3 hereto by providing to SCI in writing the authorization code(s) required to transfer each of the domain names and written confirmation that the domain names have been unlocked for transfer. TTHA will not encumber in any way the domain names in Schedule 3 hereto and will not let such domain name lapse into the public domain prior to the transfer of such domain names; (ii) provide to SCI all login credentials and all other information necessary for SCI to take sole ownership and control of the websites, social media profiles, and other intellectual property in Schedule 3 hereto; and (iii) TTHA shall provide to SCI all login credentials and all other information necessary for SCI to

take sole ownership and control of any electronic mailing addresses incorporating or deriving from the domain names, websites, or social media profiles in Schedule 3 hereto.

5. Terms of the Bill of Sale. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Bill of Sale, to which reference is made for a further statement of the rights and obligations of TTHA and SCI with respect to the Intellectual Property. All capitalized terms in this IP Assignment shall be given their meaning as defined in the Bill of Sale. The representations, warranties, covenants, agreements and indemnities contained in the Bill of Sale 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 Bill of Sale and the terms hereof, the terms of the Bill of Sale shall govern.

6. Counterparts. This IP Assignment may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

7. 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.

8. Governing Law.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas applicable to contracts executed and to be performed wholly within such state and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction.

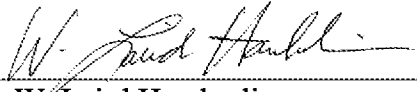
(b) Each Party irrevocably submits to the jurisdiction of the state or federal district courts of Bexar County, Texas for any action arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such action.

9. Notices. All notices pursuant to this IP Assignment shall be given in compliance with the notice provisions in the Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

SAFARI CLUB INTERNATIONAL

By: 
Name: W. Laird Hamberlin
Title: CEO, SCI & SCIF

**TEXAS TROPHY HUNTERS ASSOCIATION,
LTD.**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

SAFARI CLUB INTERNATIONAL

By: _____
Name: _____
Title: _____

**TEXAS TROPHY HUNTERS ASSOCIATION,
LTD.**

By:  _____
Name: Jason Cone
Title: _____
President of American Trophy Hunters Association, LLC,
its general partner



SCHEDULE 1

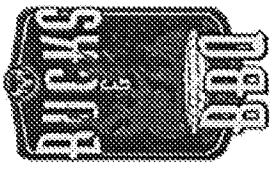

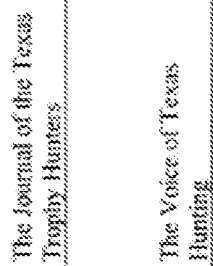
COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright reg. No.	Title of Work	Type of Work	Copyright Claimant
PAU003498184	Trophy Hunters: 16	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003657546	Trophy Hunters: 19	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003657547	Trophy Hunters: 20	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003658611	Trophy Hunters Tv: 18	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003658610	Trophy Hunters Tv: 21	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003657460	Trophy Hunters Tv: 22	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003518422	Trophy Hunters Tv: Episode 14	Motion Picture	Texas Trophy Hunters, Ltd.
PAU003548671	Trophy Quest: 15	Motion Picture	Texas Trophy Hunters, Ltd.

SCHEDULE 2

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Reference #	P.A. REF #	Filed	App#	Reg. Date	Reg#	Status	Classes	Aff of Use	Aff of Renewal	TYPE
Bucks & BHO	T0456.0016	16003.3	4/6/2011	85287.7	3/6/2012	4,110.2	Registered	41	3/6/20	3/6/2022	Declaration of Incontestability approved WOR D
Hunters Extravaganza	T0456.0018	16003.4	3/20/2011	86227.3	11/4/2011	4,631.8	Registered	35	11/4/21	11/4/29	WOR D
Hunting and Fishing Extravaganza	T0456.0100	16003.5	8/29/2011	86380.7	11/10/2011	4,852.3	Registered	35	11/10/2021	11/10/2025	WOR D
Show Your Skull	T0456.0015	16003.6	3/11/2011	77956.4	10/19/2010	3,863.7	Registered	35			Declaration of Incontestability approved WOR D
											
	T0456.0011	16003.7	7/17/2010	77783.8	8/31/2010	3,840.0	Registered	35, 41		8/31/2030	DESIGN
	T0456.0007	16003.8	4/30/2010	77461.6	3/10/2009	3,585.8	Registered	16		3/10/29	Declaration of Incontestability approved

	T045 6.00 17	16003.9	4/6/2011	85/287.7 19	5/28/201 3	4,343.0 73	Registered	41	5/28/202 3	declaration of incontestability approved	DESIG N
	T045 6.00 06	16003.1 0	4/30/200 8	77/461.6 38	3/10/200 9	3,583.8 78	Registered	35	3/10/202 9	declaration of incontestability approved	WOR D
	T045 6.00 04	16003.1 1	7/27/200 7	77/240.3 77	6/24/200 8	3,452.5 46	Registered	16.41	6/24/202 8	declaration of incontestability approved	DESIG N
	T045 6.00 03	16003.1 2	7/27/200 7	77/240.3 53	6/24/200 8	3,452.5 45	Registered	16.41	6/24/202 8	declaration of incontestability approved	WOR D
	T045 6.00 08	16003.1 3	5/15/200 8	77/475.3 92	12/16/20 08	3,546.8 13	Registered	35	12/16/20 28	declaration of incontestability approved	WOR D

T045 6.00 12	16003.1 4	9/12/2009	77/817.1 65	5/18/2010	3,789,793	Registered	41	5/18/2010	declaration of incontestable bill of sale approved	WOR D
T045 6.00 09	16003.1 5	8/5/2008	77/539.3 77	2/24/2009	3,580,403	Registered	35, 41	2/24/2009	declaration of incontestable bill of sale approved	WOR D
OUTDOOR EXTRAVAGANZA	16003.1 7	10/16/2018	88/157.5 15			Allowed	35 21	5/14/2020		WOR D
	Indicates action needed in 2021	Pending								

SCHEDULE 3

DOMAIN NAMES, WEBSITES AND SOCIAL MEDIA PROFILES

Domain Name and Websites:

- ttha.com
- tthagear.com
- hunterextravaganza.com

Social Media Profiles:

- Twitter — @TTHA1
- Facebook — Texas Trophy Hunters Association
- Instagram — @txtrophyhnr

SCHEDULE 4

RECORDATION OF TRADEMARK ASSIGNMENT

In accordance with Section 3 hereto, TTHA shall complete the following Recordation Form Cover Sheet (Form PTO-1594), also available as of the Effective Date at <https://www.uspto.gov/sites/default/files/pto1594.pdf>.