

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750958

<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>
Tebo Creek Holdings, Ltd.		12/01/2021	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Donnie G Madole		
<b>Street Address:</b>	7604 NE Easy Street		
<b>City:</b>	Gladstone		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64118		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3662598	CHARLES DALY	
<b>Registration Number:</b>	0639532	CHARLES DALY	
<b>Serial Number:</b>	86689196	CHARLES DALY	
<b>Serial Number:</b>	87131756	CHARLES DALY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	937-610-9888		
<b>Email:</b>	bsullivan@lees-ip.com		
<b>Correspondent Name:</b>	Brian P. Sullivan		
<b>Address Line 1:</b>	90 Rhoads Center Drive		
<b>Address Line 4:</b>	Dayton, OHIO 45458		
<b>NAME OF SUBMITTER:</b>	Brian P. Sullivan		
<b>SIGNATURE:</b>	/Brian P. Sullivan/		
<b>DATE SIGNED:</b>	08/24/2022		
<b>Total Attachments: 10</b>			
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## TRADEMARK LICENSE, PURCHASE AND SALE AGREEMENT

THIS TRADEMARK LICENSE, PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of this day 1st of December 2021 (the "Effective Date"), by and among Tebo Creek Holdings, Ltd., a Missouri corporation ("Seller") and Donnie G. Madole ("Purchaser").

### RECITALS

A. WHEREAS, Seller owns all right, title, and interest in and to the trademarks, both common law and registered, within the United States, for the mark "CHARLES DALY," including without limitation U.S. Registration No. 3662598 and U.S. Serial Nos. 86689196 and 87131756 for riflescopes and ammunition, and U.S. Registration No. 0639532 for shotguns, rifles, pistols, revolvers, and gun barrels (U.S. Registration Nos. 3662598 and 0639532 may be referred to as the "Federal Registrations"; U.S. Serial Nos. 86689196 and 87131756 may be referred to as the "Federal Applications;" collectively, the Federal Registrations, the Federal Applications, future related marks, and common law rights may be referred to as the "Trademarks"), together with all of the goodwill associated with the Trademarks and the right to carry on the business associated with the Trademarks, and Seller desires to sell and transfer to Purchaser the Trademarks, all related goodwill, and the right to carry on the business associated with the Trademarks;

B. WHEREAS, Seller also owns and desires to sell and transfer to Purchaser all right, title, and interest in and to the domain name registrations that incorporate the Trademarks, including without limitation those domain name registrations listed in Exhibit A (hereinafter, the "Domain Names");

C. WHEREAS, Seller owns and desires to sell to Purchaser all of the assets Seller uses in connection with or which otherwise relate to the Trademarks and Domain Names, including without limitation the following (the "Related Assets"):

all right, title, and interest in and to the Trademarks and the goodwill of the business associated therewith, including renewal rights therein, and the exclusive right to use the Trademarks and to obtain registrations associated with the Trademarks in the United States and throughout the world in the sole name of the Purchaser, its successors, and assigns; and

all existing and future choses of action, including without limitation the exclusive right to enforce the rights associated with the Trademarks and to recover damages for infringement of the Trademarks in the United States and throughout the world in the name of Seller and its predecessors and assigns;

all right, title, and interest (including, without limitation, all contract rights and property rights) in and to the Domain Names set forth in Exhibit "A" attached hereto, including any renewal rights therein, and including the exclusive right to enforce and obtain registrations of the Domain Names, both now existing as well as accrued and/or filed prior to the date of this

Agreement, in the United States in the sole name of the Purchaser, its successors, or assigns;

Collectively, the Trademarks, Domain Names, and Related Assets may be collectively referred to as the "Assets"; and

D. WHEREAS, Purchaser desires to purchase the Assets from Seller, and Seller desires to sell the Assets to Purchaser, pursuant to the terms of this Agreement;

E. WHEREAS, Purchaser desires to begin using the Assets immediately.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### SECTION 1 - TERMS OF LICENSE, PURCHASE AND TRANSFER

1.1 **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by this reference.

1.2 **Purchase of Assets.** In consideration of and in reliance upon the recitals, terms, conditions, and mutual promises contained herein, Purchaser hereby purchases and accepts, and Seller hereby sells, assigns, transfers, conveys, and delivers the Assets to Purchaser effective upon the payment in full of the sums contemplated in Section 1.4 below.

1.3 **No Assumption of Obligations, Liabilities and Indebtedness.**

a) Except for obligations reflected within the terms and conditions of this Agreement, Purchaser does not assume, in any way become liable for, or otherwise agree to pay any obligations, liabilities, or indebtedness of or relating to the Assets and/or the Seller. Notwithstanding the foregoing, Purchaser acknowledges that it shall be solely responsible for any maintenance fees to be paid to the U.S. Patent & Trademark Office ("USPTO") pursuant to Section 1.8 below.

b) Any and all of Seller's obligations, liabilities, or indebtedness relating to the Assets, whether currently known or unknown including, but not limited to, contingent liabilities, liabilities relating to patent, trademarks, copyright or other business infringement, and/or tort liability, shall remain the sole and separate responsibility of Seller.

c) Seller does not assume or in any way become liable for any future obligations or liabilities relating to the Assets or Purchaser that arise from the business and operations of Purchaser after the Effective Date of this Agreement. Notwithstanding the immediately preceding sentence, Seller agrees that Seller shall, upon Purchaser's request and at Purchaser's sole expense, cooperate with Purchaser as required under Section 1.8 below.

- 1.4 **Purchase Price.** In consideration for the transfer of all right, title, and interest in and to the Assets and other rights conferred under this Agreement, Purchaser shall pay to Seller the principal sum of seven hundred thousand dollars and zero cents (\$700,000.00), (the "Purchase Price") together with Simple Interest (as defined in Section 1.5 below). Purchaser acknowledges that Seller's obligation to assign all right, title, and interest in and to the Assets is conditioned upon Purchaser's payment of the sums contemplated in this Section 1.4 in the manner provided in Section 1.5 below, and that such payment is a material inducement for Seller to enter into this Agreement. Purchaser further acknowledges that it shall not be deemed the owner of any right, title or interest in the Assets until such time as the full Purchase Price has been paid to Seller.
- 1.5 **Payment of Purchase Price and Interest.** Payment of the Purchase Price shall be made as follows: one hundred dollars and zero cents (\$ 100.00) shall be due and payable upon execution of this Agreement by both parties (an "Complete Payment")
- 1.6 **Guaranty.** Guarantor agrees that, with or without notice or demand, he shall pay Seller all sums due from Purchaser, to the extent Purchaser fails to pay such sums when they are due. This guaranty shall be deemed a continuing guaranty and shall remain in full force and effect until such time as all sums contemplated in this Agreement have been paid. This is a guaranty of payment and not of collection and Guarantor waives any right to require that any action be brought against Purchaser or any other person.
- 1.7 **License to Use the Assets.** Upon the execution of this Agreement, Purchaser shall have the right and obligation to use the Assets. Purchaser acknowledges that all goodwill associated with the use of the Trademarks shall inure to the benefit of the owner of the Trademarks. Purchaser shall market, advertise, promote, and sell or provide goods and services in a manner that reflects favorably at all times on Trademarks and the good name, goodwill, and reputation of Seller and consistent with good business practiced, in each case using best efforts to employ the Assets in a professional manner that is consistent with high quality that is associated with the Trademarks. Purchaser also acknowledges that its use of the Trademarks is subject to control by Seller, and that under the license contemplated in this Section 1.7, Seller may instruct the Purchaser to discontinue certain uses of the Trademarks or activities that Seller, in its sole and unfettered discretion, believes may reflect poorly or otherwise tarnish the reputation and goodwill associated with the Trademarks. This License shall automatically terminate upon Purchaser's payment in full of the Purchase Price, at which time Purchaser will be deemed the sole and exclusive owner of the Assets.
- 1.8 **Payment of Costs Associated with Maintenance of Trademarks and Acquisition of Additional Trademark Rights; Selection of Counsel.** Purchaser acknowledges and agrees that after the Effective Date of this Agreement, it shall be solely responsible for any maintenance fees to be paid to the USPTO in connection with the Trademarks, as well as any other costs or expenses, including without limitation attorney's fees and costs, associated with maintaining the Assets. Purchaser further acknowledges and agrees that it shall be solely responsible for the payment of all fees to be paid to the USPTO in connection with the Federal Applications and any additional trademark applications that Purchaser may wish to file in connection with the Trademarks. While Purchaser shall be

responsible for paying all such expenses, including attorney's fees and costs associated with such matters, Seller shall have the right to select the lawyer or law firm that will handle such filings with the USPTO, and Purchaser shall pay such lawyer or law firm all amounts as may become due. Seller shall cooperate with Purchaser as necessary or required so that Purchaser may continue prosecuting applications in the name of Seller, as well as filing any additional trademark applications in the name of Seller, prior to the transfer of ownership of the Trademarks; however, any such additional trademarks or applications shall thereafter be considered to be included in the Trademarks governed by this Agreement.

- 1.9 **Access to Domain Names.** In order to facilitate Purchaser's use of the Domain Names, Seller shall change the domain name registrations so that the Name Servers for each of the Domain Names points to the Name Server of Purchaser's choice. Purchaser shall, as soon as reasonably practicable after the execution of this Agreement, provide Seller with the necessary Name Server information so that Purchaser may provide same to the applicable domain name registrar.
- 1.10 **Transfer of Domain Names and Websites.** Within thirty (30) days after the final payment pursuant to Section 1.5, Seller shall transfer or cause to be transferred to Purchaser all of the Domain Names; if reasonably necessary or upon request from Seller, Purchaser shall initiate the transfer process, and Seller shall thereafter confirm to the applicable registrars that the Domain Names may be transferred to the Purchaser. If, after execution of this Agreement but prior to the payment in full of the Purchase Price, additional, similar domain names incorporating any of the Trademarks or any terms confusingly similar to the Trademarks become available, Purchaser may register such domain names (the "Additional Domain Names"); however, the Additional Domain Names shall thereafter be considered to be included in the Domain Names, governed by this Agreement, and transferred to Seller in the event that Purchaser fails to pay the Purchase Price in full.
- 1.11 **Execution of Additional Documents.** Upon Purchaser's payment in full of the Payment Price, Seller shall cooperate with Purchaser or its designees and will execute all documents of assignment, oaths, declarations, or other documents, including without limitation short form assignment agreement(s) to be filed with the USPTO, as may be requested by Purchaser and which shall be prepared by Purchaser or its designees, without additional compensation, to effect the assignment of rights in connection with the Assets.
- 1.12 **Failure to Pay Purchase Price.** In the event that Purchaser breaches the payment obligations under Section 1.5 or any of the other obligations under Section 2.2 below, and such breach is not cured within thirty (30) days following notice of same from Seller (a "Notice of Breach"), then i) the License in Section 1.7 above shall automatically terminate, ii) Purchaser's right to purchase the Assets shall terminate and be null and void, iii) all right, title, and interest in and to all Additional Domain Names shall immediately transfer to Seller (and Purchaser shall be obligated to execute such documents and take such steps as Seller may reasonably request in order to accomplish the transfer of Additional Domain Names to Seller); iv) Seller shall be entitled to retain all payments made pursuant to Section 1.5; and v) Purchaser shall not be entitled to reimbursement of any expenses (including attorney's fees or costs) paid pursuant to 1.8.

- 1.13 **Delivery of Trademark Specimens and Related Materials.** Within ten (10) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser specimens evidencing the use of the Trademarks in connection with all of the goods described in the Federal Registrations together with specimens evidencing the use of the Trademarks in connection with any other goods or services. Within ten (10) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser representative materials bearing or related to the Trademarks, including without limitation, samples of advertising and marketing materials bearing the Trademarks, graphic design materials relating to the Trademarks, and any remaining inventory of goods bearing the Trademarks.
- 1.14 **Seller to Discontinue Use of Marks.** The Seller shall discontinue and cease using the Trademarks, including without limitation the manufacture or sale of any products bearing any of the Trademarks, as of the Effective Date of this Agreement.

## SECTION 2 - REPRESENTATIONS AND WARRANTIES

- 2.1 **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:
- a) **Authorization.** Seller represents and warrants that he is free to enter into this Agreement and that his performance hereunder will not conflict with any other agreement to which Seller may be a party.
  - b) **No Other Warranties.** EXCEPT AS SET FORTH IN THIS SECTION 2.1, SELLER MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS) AND INDEMNITIES, WHETHER EXPRESS OR IMPLIED, AND CONVEYS THE ASSETS STRICTLY ON AN "AS IS" BASIS.
- 2.2 **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:
- a) **Authorization.** Purchaser represents and warrants that it is a corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri and has all necessary corporate and legal power and authority to consummate this Agreement. This Agreement, and the transaction contemplated herein, have been duly authorized by all necessary corporate action on the part of the Purchaser.
  - b) **Maintain Quality and Goodwill.** Purchaser represents and warrants that it shall market, advertise, promote, and sell or provide goods and services in a manner that reflects favorably at all times on Trademarks and the good name, goodwill, and reputation of Seller and consistent with good business practiced, in each case using best efforts to employ the Assets in a professional manner that is consistent with high quality that is associated with the Trademarks.

2.3 **Representations and Warranties of Guarantor.** Guarantor represents and warrants to Seller as follows:

- a) **Authorization.** Guarantor represents and warrants that he is free to enter into this Agreement and that his performance hereunder will not conflict with any other agreement to which Guarantor may be a party.

### SECTION 3 – GENERAL

- 3.1 **Costs.** Each party shall bear its own costs and expenses (including attorneys' fees and accountants' fees) incurred or to be incurred as a result of or associated with preparing, negotiating, and authorizing this Agreement.
- 3.2 **Headings.** The section and other headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
- 3.3 **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the transactions contemplated in this Agreement. This Agreement supersedes all written or oral, prior, and contemporaneous agreements, representations, warranties, and understandings of the parties with respect to the subject matter set forth herein. No supplement, modification, or amendment of this Agreement shall be binding upon the parties unless and until set forth in a writing executed by each of the parties.
- 3.4 **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies, under or by reason of this Agreement, upon any person(s) other than the parties to this Agreement and their respective successors and permitted assigns.
- 3.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.
- 3.6 **Notices.** Any and all notices, requests, demands and other communications made under, pursuant to, or in accordance with this Agreement shall be deemed to be validly given if made in writing and sent by Federal Express, United Parcel Service, or registered U.S. mail to the appropriate party's address set forth below, or to any other address that the party has directed in writing. A party may also send a notice via electronic mail to the appropriate party's e-mail address set forth below. If the sender requests and electronic confirmation of receipt of any such electronic mail, and the receiving party provides such confirmation, the notice shall be deemed validly delivered by electronic mail. Notice may also be given by in-person delivery, and such shall be deemed effective and complete at the time of delivery thereof if a signed receipt for such delivery is obtained from the recipient.



Address for Notice to Seller:

**Tebo Creek Holdings, Ltd.**  
7604 NE Easy St  
Gladstone, MO 64118

Address for Notice to Purchaser:

**Donnie G. Madole**  
7604 NE Easy St  
Gladstone, MO 64118

- 3.7 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of the Agreement shall be valid and binding as though the invalid, unenforceable, or prohibited provisions were not included herein. Where the context requires, the singular shall include the plural and the plural shall include the singular, and any gender or the neuter gender shall include both other genders as the case may require.
- 3.8 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making such waiver.
- 3.9 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Missouri, without reference to its conflict of law principles, including without limitation in any dispute regarding the interpretation, validity and/or enforcement of this Agreement. Subject to the terms and conditions of Section 3.10 below, the sole and exclusive venue for any suits, disputes, actions and proceedings arising out of, under or in connection with this Agreement and/or the parties hereto shall be in the state or federal courts in Clay County, Missouri, and the parties expressly waive the right to proceed in any other jurisdiction or forum. In addition to any other relief that may be granted, the prevailing party in any suit, action or proceeding shall be entitled to an award of reasonable attorney's fees and the costs associated with such suit, action, or proceeding.
- 3.10 **Dispute Resolution.** The parties agree that any and all disputes and controversies arising from, connected with, or relating to this Agreement, including relating to the construction, meaning, performance or effect of this Agreement or any breach thereof (collectively "**Disputes**") will be resolved in accordance with the terms of this section 3.10 as follows:
- (a) **Informal Dispute Resolution.** Prior to initiating formal dispute resolution procedures, the parties will first attempt to resolve any Dispute directly through good faith

negotiations. Either party may deliver to the other a written notice requiring negotiation of the Dispute (“**Notice to Negotiate**”). The parties will seek to resolve Disputes through negotiations, but may escalate the resolution of any Dispute internally as necessary or appropriate at the executive level. If the Dispute has not been resolved within ten (10) days after the delivery of a Notice to Negotiate, either party may by written notice (“**Notice to Arbitrate**”) require the other to arbitrate the Dispute in accordance with Section 3.10(b). To the fullest extent permitted by law, the parties’ efforts to resolve disputes shall be confidential, and shall not be admissible any subsequent proceeding.

- (b) Arbitration. The parties agree that any disputes which are not resolved pursuant to Section 3.10(a) above shall be resolved through binding arbitration administered by JAMS in Miami, Florida. Unless the parties otherwise agree in writing, the arbitrator must reside in South Florida, and all conferences conducted during the arbitration will be held either by video or telephone conference or by in-person meetings held in Miami, Florida. No party will unreasonably withhold acceptance of an arbitrator, and the selection of an arbitrator will be made within thirty (30) days following the conclusion of direct negotiations regarding a Dispute pursuant to paragraph 3.10(a) above. The Arbitrator shall schedule and complete the Final Hearing within one hundred eighty (180) days after submission of the dispute to arbitration. The Arbitrator’s decision may be filed with a court as may be appropriate for enforcing the terms of the decision.

3.11 **Waiver of Jury Trial.** IN ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

3.12 **Neutral Construction.** The parties acknowledge that this Agreement was negotiated fairly and at arms-length between them, and that the final terms of this Agreement are the product of the parties’ negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing regarding the content of this Agreement and the rights and obligations affected hereby, or has knowingly waived its right and opportunity to do so. The parties agree that this Agreement shall be deemed to have been jointly and cooperatively drafted by them, and that the provisions of this Agreement should not be construed against any party on the grounds the party drafted or was more responsible than the other party, for drafting the provision(s).

3.13 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, and all of which, when taken together, constitutes one and the same Agreement.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, the parties executed this Agreement on the day and year set forth adjacent to the respective signatures below:

**SELLER:**

Donnie G. Madole  
Name: Donnie G. Madole/Tebo Creek

Date: December 1, 2021

**PURCHASER:**

By: Donnie G. Madole  
Name: Donnie G. Madole

Date: December 1, 2021

## EXHIBIT A

### DOMAIN NAMES AND WEBSITES:

1. charlesdaly.com
2. charlesdaly.net
3. charlesdaly.org
4. charlesdalydefense.com
5. mycharlesdaly.com
6. cddefense.com