# OP \$115.00 90148768

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM760626

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

### **CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                     |
|-----------------------|----------|----------------|---------------------------------|
| Whisker Seeker Tackle |          | 10/04/2022     | Limited Liability Company: IOWA |

### **RECEIVING PARTY DATA**

| Name:              | Plastic Research and Development Corporation |  |
|--------------------|--|--|
| Doing Business As: | PRADCO                                       |  |
| Street Address:    | 5724 Highway 280 East                        |  |
| Internal Address:  | Legal Services                               |  |
| City:              | Birmingham                                   |  |
| State/Country:     | UNITED STATES                                |  |
| Postal Code:       | 35242  |  |
| Entity Type:       | Corporation: ARKANSAS                        |  |

## **PROPERTY NUMBERS Total: 4**

| Property Type  | Number   | Word Mark      |
|----------------|----------|----------------|
| Serial Number: | 90148768 | WHISKER SEEKER |
| Serial Number: | 87628292 | VERSA RATTLES  |
| Serial Number: | 90265649 | EXTENDER       |
| Serial Number: | 90149310 | SEEKER TACKLE  |

### **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:** 2059805234

**Email:** pspence@ebsco.com

Correspondent Name: Tyler Novak

Address Line 1: 5274 Highway 280 East

Address Line 2: Legal Services

Address Line 4: Birmingham, ALABAMA 35242

| NAME OF SUBMITTER: | Tyler Novak |
|--------------------|-------------|
| SIGNATURE:         | /tn/        |
| DATE SIGNED:       | 10/12/2022  |

## **Total Attachments: 5**

source=Whisker Seeker Intellectual Property Assignment Agreement#page1.tif source=Whisker Seeker Intellectual Property Assignment Agreement#page2.tif source=Whisker Seeker Intellectual Property Assignment Agreement#page3.tif source=Whisker Seeker Intellectual Property Assignment Agreement#page4.tif source=Whisker Seeker Intellectual Property Assignment Agreement#page5.tif

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 4, 2022, is made by Whisker Seeker Tackle LLC, an Iowa limited liability company ("Seller"), in favor of Plastic Research and Development Corporation, an Arkansas corporation ("Buyer").

WHEREAS, Seller, Buyer and Matthew Davis, solely for purposes of Section 5.04 thereof entered into that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement") whereby Seller is selling certain Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "<u>Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (b) the domain names set forth on Schedule 1 hereto (the "<u>Domain Names</u>"), including all micro sites, and the registrations thereof, together with the goodwill of the business connected with and symbolized by such Domain Names, and any and all trademarks, service marks, and intellectual property rights relating thereto, to the extent any such trademark, service mark, or intellectual property rights exist;
  - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (e) 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. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall provide reasonable cooperation and assistance to Buyer to effect the transfer of the Domain Names with the applicable registrar.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is subject to the terms and conditions of the Purchase Agreement, which are incorporated herein by this reference. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, modified or enlarged 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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| IN WITNESS WHEREOF, Seller has of the date first above written. | s duly executed and delivered this IP Assignment as    |
|---|--|
|   | WHISKER SEEKER TACKLE LLC                              |
|   | By: Matthew Davis Name: Matthew Davis Title: President |
| AGREED TO AND ACCEPTED:   | PLASTIC RESEARCH AND DEVELOPMENT CORPORATION           |

Name: Title:

Ву \_\_\_\_\_

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

| WHISKER SEEKER TACKLE LLC | WHISKER SEE | KER T | ACKLE | LLC |
|---------------------------|-------------|-------|-------|-----|
|---------------------------|-------------|-------|-------|-----|

| By:    | *********** |
|--------|-------------|
| Name:  |             |
| Title: |             |

AGREED TO AND ACCEPTED:

PLASTIC RESEARCH AND DEVELOPMENT CORPORATION

By La Shoenagel

Title: President

# **SCHEDULE 1**

## **ASSIGNED TRADEMARKS**

# **Trademark Registrations:**

| Trademarks     | US SERIAL NUMBERS |
|----------------|-------------------|
| WHISKER SEEKER | 90148768          |
| VERSA RATTLES  | <u>87628292</u>   |
| EXTENDER       | 90265649          |
| SEEKER TACKLE  | 90149310          |

| Domain Name                 |
|-----------------------------|
| basssponsorship.com         |
| blackcatrods.com            |
| blackcattackle.com          |
| bosshogrods.com             |
| carpsponsorship.com         |
| catfishsponsorship.com      |
| CATFISHSTALKERS.COM         |
| crappiesponsorship.com      |
| extendernet.com             |
| extendernets.com            |
| lockjawgrips.com            |
| mysterycatfishtacklebox.com |
| SEEKERTACKLE.COM            |
| sponsorshipfishing.com      |
| triplethreathooks.com       |
| WHISKERSEEKER.COM           |
| WHISKERSEEKERTACKLE.COM     |

**RECORDED: 10/12/2022**