

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764036

<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>
Outdoor Product Innovations, Inc.		10/24/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Outdoor Product Innovations Acquisition, LLC		
<b>Street Address:</b>	101 Main Street		
<b>City:</b>	Superior		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5736725	RHINO	
<b>Registration Number:</b>	5736726	RHINO	
<b>Registration Number:</b>	3694494	CAPSULE GAME FEEDERS	
<b>Registration Number:</b>	4174253	BADASS AUGER	
<b>Registration Number:</b>	5580909	LID CAM	
<b>Registration Number:</b>	5655224	LIDCAM+	
<b>Registration Number:</b>	5702324	THE TOUGHEST GROUND BLIND KNOWN TO MAN	
<b>Registration Number:</b>	4491667	OUTPOST	
<b>Registration Number:</b>	5943037	OUTDOOR PRODUCT INNOVATIONS	
<b>Registration Number:</b>	5937280	RHINO OUTPOST	
<b>Registration Number:</b>	5948521	CAPSULE	
<b>Registration Number:</b>	4501398	TOUGHEST SAWS ON EARTH	
<b>Registration Number:</b>	6368111	WICKED TREE GEAR	
<b>Registration Number:</b>	6393005	WICKED TREE GEAR	
<b>Registration Number:</b>	6368806	WICKED SHARP	
<b>Registration Number:</b>	6303121	FAIL SAFE BLADE LOCK DESIGN	
<b>Registration Number:</b>	6609938	ZERO SLOP HINGE LOCKS	
<b>Registration Number:</b>	6600116	BLADE PINCH	
<b>Registration Number:</b>	6391561	ULTRALIGHT	

CH \$740.00 5736725

Property Type	Number	Word Mark
Registration Number:	6458046	OUTDOORMART
Registration Number:	3249042	BIG DOG TREESTANDS
Registration Number:	3196880	TIMBER STRIKE TREESTANDS
Serial Number:	90108721	WICKED TOUGH
Serial Number:	90108774	WICKED TUFF
Serial Number:	90109365	WICKED TOOLS
Serial Number:	90109506	WICKED BEAST
Serial Number:	90109573	WICKED ULTRA-LOCK
Serial Number:	90109660	WICKED FISHING
Serial Number:	90109820	WICKED TUFF GEAR

**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:** 6122599700

**Email:** gtipmail@gtlaw.com

**Correspondent Name:** Stephen R. Baird

**Address Line 1:** 90 South Seventh Street, Suite 3500

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	185545.095213
<b>NAME OF SUBMITTER:</b>	Draeke H. Weseman
<b>SIGNATURE:</b>	/DHW/
<b>DATE SIGNED:</b>	10/27/2022

**Total Attachments: 12**

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page1.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page2.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page3.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page4.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page5.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page6.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page7.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page8.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) - Redacted#page9.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) -

Redacted#page10.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) -

Redacted#page11.tif

source=Outdoor Product Innovations Acquisition, LLC - IP Assignment with Exhibits EXECUTED (2024-10-24) -

Redacted#page12.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is effective as of October 24, 2022 and is entered into by and between Outdoor Product Innovations, Inc., an Ohio corporation (“OPI”), Rhino Treestands LLC (together with OPI, the “Assignors” and each an “Assignor”), and Outdoor Product Innovations Acquisition, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below), the terms of which are made a part hereof and are incorporated herein.

### **Background**

A. Assignors and Assignee, among others, have entered into that certain Asset Purchase Agreement, of even date herewith (the “Purchase Agreement”), which provides for Assignors to sell, and Assignee to purchase from Assignors, substantially all of Assignors’ assets and assume certain Liabilities and obligations of Assignors on the terms and conditions set forth in the Purchase Agreement.

B. Pursuant to Section 1.1(k) of the Purchase Agreement, Assignors, desire to sell, convey, transfer, assign, and deliver to Assignee any and all of its and its Affiliates’ right, title and interest and goodwill in and to all of Assignors’ (i) Patents, Marks, Internet Domain Names, Copyrights, registrations and applications with respect thereto and all rights thereunder or in respect thereof, including without limitation the Patents, Marks, Internet Domain Names, and Copyrights listed on the attached Schedule 2.10(a), (ii) Trade Secrets, inventions, processes, know-how, proprietary information, all of the goodwill relating to the Business, (iii) Technology, (iv) other Intellectual Property, including other intangible assets associated with, owned, or otherwise used in connection with the Business (excluding any Third Party Software) (collectively, the “Business Intellectual Property”), and (v) all Intellectual Property Rights arising from the Business Intellectual Property or used in the Business (the “Transferred Intellectual Property”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows:

1. Assignment. Assignors hereby sell, transfer, assign, convey, and deliver unto Assignee, and Assignee hereby acquires and accepts, all of Assignors’ right, title, and interest worldwide in and to the Transferred Intellectual Property set forth on Exhibit A, free and clear of all Liens, together with (a) all goodwill associated therewith; (b) all benefits, privileges and rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty, or other international convention, including all rights to apply for and maintain registrations and renewals of the Transferred Intellectual Property; and (c) all rights, interests, claims, and demands recoverable in law or in equity that Assignors or their Affiliates have or may have in profits and damages for past, present, and future infringements, misappropriations or other violations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages.

2. Inconsistent or Conflicting Provisions. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of the parties to the Purchase Agreement as set forth in the Purchase

Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement. This Assignment is only intended to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

3. Further Assurances; Binding Effect. At any time and from time to time hereafter, at the other party's reasonable request, each party hereto shall take any and all steps and shall execute, acknowledge and deliver to the other party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof and securing, completing, or vesting in Assignee, or confirming, evidencing, perfecting, maintaining, enforcing and protecting Assignee's, full right, title and interest in and to the Transferred Intellectual Property. This Assignment shall be binding upon and inure to the benefit of each party hereto and its respective successors and assigns, and nothing herein, expressed or implied, is intended to confer upon any third party any rights or remedies. This Assignment may not be assigned or otherwise transferred.

4. Counterparts; Governing Law. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by scanned .pdf image and shall be deemed valid as an original. This Assignment, the legal relations between the parties and any proceeding, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Assignment shall be governed by and construed in accordance with the laws of the state specified in the Purchase Agreement without regard to conflicts of laws doctrines.

24647407v1

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment to be executed as of the date first written above.

**ASSIGNEE:**

**OUTDOOR PRODUCT INNOVATIONS ACQUISITION,  
LLC**

By: FeraDyne Outdoors, LLC  
Its: Manager

By:   
Name: Todd Seyfert  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

**ASSIGNEE:**

**OUTDOOR PRODUCT INNOVATIONS ACQUISITION,  
LLC**

By: FeraDyne Outdoors, LLC  
Its: Manager

By: \_\_\_\_\_

Name: Todd Seyfert  
Title: Chief Executive Officer

**ASSIGNOR:**

**OUTDOOR PRODUCT INNOVATIONS, INC. / RHINO  
TREESTANDS LLC**

By:  \_\_\_\_\_

Name: Daniel B. Reaser, Sr.  
Title: President of Outdoor Product Innovations, Inc. /  
Manager of Rhino Treestands LLC

[Signature Page to Intellectual Property Assignment]

01776024

**Exhibit A**

**Patents (Registrations/Applications)**

**Marks (Registrations/Applications)**



REDACTED

OPI Trademarks - State and Federal (as of 10-12-2022)

Application Serial Number	Mark	Country/State	Filing Date	Registration Number	Registration Date	Status	Legal Owner
20132100254	LEG CLIFF TAG BM & DRAG BM	Ohio	11/20/2013	2247650	11/20/2013	Registered	Outdoor Product Innovations, Inc
35/093908	LID CAM	US	5/10/2010	3953830	4/26/2011	Abandoned	Outdoor Product Innovations, Inc
37/081297	RHINO	US	6/23/2016	5736725	4/30/2019	Registered	Outdoor Product Innovations, Inc
37/081321	RHINO (Stylized)	US	6/23/2016	5736726	4/30/2019	Registered	Outdoor Product Innovations, Inc
76/692902	CAPSULE GAME FEEDERS	US	9/16/2008	3994494	10/13/2009	Registered	Outdoor Product Innovations, Inc
35/389982	BADASS ALGER	US	7/26/2011	4174253	7/17/2012	Registered	Outdoor Product Innovations, Inc
37/906399	LID CAM	US	5/3/2018	5580909	10/9/2018	Registered	Outdoor Product Innovations, Inc
37/946881	LIDCAM+	US	6/4/2018	5655224	11/5/2019	Registered	Outdoor Product Innovations, Inc
38/061641	THE TOUGHEST GROUND BLIND KNOWN TO MAN	US	8/1/2018	5702324	3/19/2019	Registered	Outdoor Product Innovations, Inc
35/588349	OUTPOST	US	3/13/2012	4491667	3/4/2014	Registered	Outdoor Product Innovations, Inc
38/454922	OUTDOOR PRODUCT INNOVATIONS	US	5/21/2019	5943037	12/24/2019	Registered	Outdoor Product Innovations, Inc
38/455003	RHINO OUTPOST	US	5/21/2019	5937280	12/17/2019	Registered	Outdoor Product Innovations, Inc
38/455061	CAPSULE	US	5/21/2019	5948521	12/31/2019	Registered	Outdoor Product Innovations, Inc
38/094999	TOUGHEST SAWS ON EARTH	US	9/12/2013	4501308	3/25/2014	Registered	Outdoor Product Innovations, Inc
38/955159	WICKED TREE GEAR	US	6/9/2020	6388111	6/1/2021	Registered	Outdoor Product Innovations, Inc
38/955319	WICKED TREE GEAR (Stylized)	US	10/6/2020	6393005	6/22/2021	Registered	Outdoor Product Innovations, Inc
30/108721	WICKED TOUGH	US	8/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
30/108774	WICKED TUFF	US	8/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
30/109397	WICKED SHARP	US	8/12/2020	6368806	6/1/2021	Registered	Outdoor Product Innovations, Inc

REDACTED

OPI Trademarks - State and Federal (as of 10-12-2022)

Application Serial Number	Mark	Country/State	Filing Date	Registration Number	Registration Date	Status	Legal Owner
90/109365	WICKED TOOLS	US	9/12/2020	n/a	n/a	Allowed	Outdoor Product Innovations, Inc
90/109394	FAIR SAFE BLADE LOCK DESIGN	US	9/12/2020	6301321	3/23/2021	Registered	Outdoor Product Innovations, Inc
90/109471	ZERO SLOP HINGE LOCKS	US	9/12/2020	6609938	1/4/2022	Registered	Outdoor Product Innovations, Inc
90/109466	BLADE PINCH	US	9/12/2020	6600116	12/28/2021	Registered	Outdoor Product Innovations, Inc
90/109506	WICKED BEAST	US	9/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
90/109573	WICKED ULTRA-LOCK	US	9/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
90/109594	UltraLight	US	9/12/2020	6391561	6/15/2021	Registered	Outdoor Product Innovations, Inc
90/109660	WICKED FISHING	US	9/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
90/109820	Wicked Tuff Gear (Wp)	US	9/12/2020	n/a	n/a	Pending	Outdoor Product Innovations, Inc
90/379992	OutdoorMart	US	11/29/2020	6458046	9/17/2021	Registered	Outdoor Product Innovations, Inc
86/53731	ADVANCED "TAKEDOWN"	US	2/16/2015	4817883	9/22/2015	Abandoned	Outdoor Product Innovations, Inc
86/53732	ADVANCED (Wp)	US	2/16/2015	4830956	10/13/2015	Abandoned	Outdoor Product Innovations, Inc
78/736697	BIG DOGS TREESTANDS	US	10/19/2005	3246042	6/5/2007	Registered	Outdoor Product Innovations, Inc
78/855530	TIMBER STORE TREESTANDS	US	4/6/2006	3166880	1/9/2007	Registered	Outdoor Product Innovations, Inc

REDACTED

REDACTED

**REDACTED**

REDACTED

REDACTED