

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMTM, INC.	FORMERLY DRURY MARKETING, INC.	07/21/2023	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	GSM HOLDINGS, INC.		
Street Address:	5250 FRYE ROAD		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2666386	WHITETAIL MADNESS	
Registration Number:	2749554	100% WILD	
Registration Number:	2749555	100% WILD 100% FAIR CHASE	
Registration Number:	2674728	DREAM SEASON	
Registration Number:	3657198	BOW MADNESS	
Registration Number:	5054606	NATURAL BORN	
Registration Number:	6420565	DEERCAST	
Registration Number:	6342442	DEERCAST TRACK	
Registration Number:	6458610	BOW MADNESS	
Registration Number:	5967626	LONGBEARD MADNESS	
Registration Number:	6109330	THIRTEEN	
Registration Number:	6367889	DODTV	
Registration Number:	6557094	TURKEY TOUR	
Serial Number:	90478364	ARCHRIVALS	
Registration Number:	7095838	DOD	
Registration Number:	7095851	DOD	
Serial Number:	90743096	DRURY OUTDOORS	
CORRESPONDENCE DATA			

OP \$440.00 2666386

Fax Number: 7139750995

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: 8328866845

Email: info@dmiplaw.com

Correspondent Name: D'Ambrosio & Menon, PLLC

Address Line 1: 3 Sugar Creek Center Blvd.

Address Line 2: Suite 100

Address Line 4: Sugar Land, TEXAS 77478

ATTORNEY DOCKET NUMBER:	GSM001/Drury Mktg
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NAME OF SUBMITTER:	Tanya Taylor
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SIGNATURE:	/Tanya Taylor/
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DATE SIGNED:	07/26/2023
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of July 21, 2023 by and between GSM HOLDINGS, INC., a Delaware corporation (“Assignee”) and TMTM, INC., formerly known as DRURY MARKETING, INC., a Missouri corporation (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties thereto dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to Assignee, including certain Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Intellectual Property as provided in the Purchase Agreement.

WHEREAS, Assignor and Assignee desire that all of Assignor’s respective rights, titles and interests in and to all Intellectual Property included in the Acquired Assets be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights. Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in and to any and all Intellectual Property included in the Acquired Assets (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill of the Business relating to the products and services on or in connection with which the Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by all parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by Assignor to Assignee of the Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

TMTM, INC., a Missouri corporation (f/k/a Drury Marketing, Inc.)

DocuSigned by:
By: Terry V. Drury
Name: Terry V. Drury
Title: President

ASSIGNEE:

GSM HOLDINGS, INC., a Delaware corporation

By: _____
Name: Edward R. Castro
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

TMTM, INC. (f/k/a DRURY MARKETING, INC.),
a Missouri corporation

By: _____
Name: Terry V. Drury
Title: President

ASSIGNEE:

GSM HOLDINGS, INC., a Delaware corporation



By:  _____
Name: Edward R. Castro
Title: Chief Executive Officer

Exhibit A

Trademark Registrations:

Mark (Words and/or Design)	Application No. or Registration No., if applicable	Country
WHITETAIL MADNESS	App No. 76/377,790 Reg No. 2,666,386	USA
100% WILD	App No. 76/377,791 Reg No. 2,749,554	USA
100% WILD 100% FAIR CHASE	App No. 76/377,792 Reg No. 2,749,555	USA
DREAM SEASON	App No. 76/377,793 Reg No. 2,674,728	USA
BOW MADNESS	App No. 77/626,820 Reg No. 3,657,198	USA
NATURAL BORN	App No. 86/923,998 Reg No. 5,054,606	USA
DEERCAST	App No. 88/496,655 Reg No. 6,420,565	USA
DEERCAST TRACK	App No. 88/576,440 Reg No. 6,342,442	USA
BOW MADNESS	App No. 88/584,373 Reg No. 6,458,610	USA
LONGBEARD MADNESS	App No. 88/584,410 Reg No. 5,967,626	USA

Mark (Words and/or Design)	Application No. or Registration No., if applicable	Country
THIRTEEN	App No. 88/617,514 Reg No. 6,109,330	USA
DODTV	App No. 88/909,456 Reg No. 6,367,889	USA
TURKEY TOUR	App No. 88/909,467 Reg No. 6,557,094	USA
ARCHRIVALS	App No. 90/478,364	USA
DOD logo 	App No. 90/725,577 Reg No. 7,095,838	USA
DOD	App No. 90/743,092 Reg No. 7,095,851	USA
DRURY OUTDOORS	App No. 90/743,096	USA