

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Flyer Targets, LLC		10/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Olin Winchester, LLC		
Street Address:	600 Powder Mill Road		
City:	East Alton		
State/Country:	ILLINOIS		
Postal Code:	62024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6280700	AA	
Serial Number:	97572592	AA	
Registration Number:	5389329		
Registration Number:	2455926	BIODEGRADABLE	
Serial Number:	87818013	ECOBIRD	
Serial Number:	87818040	ECO BIRD	
Registration Number:	5324490	ECO FLYER	
Registration Number:	5324489	ECO-FLYER	
Serial Number:	97638624	ECO FLYER	
Registration Number:	4199813	ORANGE CRUSHER	
Registration Number:	6238687	PRO 70	
Registration Number:	3705077	WHITE AA FLYER	
Registration Number:	3705081	WHITE FLYER	
Registration Number:	0519581	WHITE FLYER	
Registration Number:	2412939	WHITE FLYER BIO	
Registration Number:	5939931	WHITE FLYER BLACKOUT	
Registration Number:	3792156	WHITE FLYER WHITE FLYER	
Registration Number:	3705080	WHITE FLYER WHITE FLYER	

CH \$465.00 6280700

CORRESPONDENCE DATA**Fax Number:** 3144801505*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:** 3144801500**Email:** pto-sl@huschblackwell.com**Correspondent Name:** Eric Rakestraw**Address Line 1:** Husch Blackwell LLP**Address Line 2:** 8001 Forsyth Blvd., Suite 1500**Address Line 4:** St. Louis, MISSOURI 63105

NAME OF SUBMITTER:	Tony Burrus
SIGNATURE:	/Tony Burrus/
DATE SIGNED:	10/03/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made as of October 1, 2023 (the “*Effective Date*”) by and between (i) on the one hand, Olin Winchester LLC, a Delaware limited liability company (“*Buyer*”), and (ii) on the other hand, White Flyer Targets, LLC, a Delaware limited liability company (“*Seller*”).

WHEREAS, Reagent Diversified Holdings, Inc., a Delaware corporation, Seller and Buyer are parties to an Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has agreed to convey, assign, transfer, and deliver to Buyer, among other assets, all of the Intellectual Property Assets owned or controlled by Seller used or useful in the operation of the Business and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**. Capitalized terms not defined herein are to be given their meanings as set forth in the Purchase Agreement.

2. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to assign and does hereby irrevocably assign, grant, convey and transfer to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to all Intellectual Property Assets (exclusive of any Intellectual Property Assets included within Excluded Assets), including, but not limited to, those items set forth below (collectively, the “*Assigned Intellectual Property*”):

(a) the patents and applications and all other corresponding rights at common law or otherwise, set forth on **Schedule I** hereto and all issuances, extensions, renewals and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (“*Patents*”);

(b) the trademark registrations and applications and all other corresponding rights at common law or otherwise, set forth on **Schedule II** hereto and all issuances, extensions, and renewals thereof (the “*Trademarks*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on **Schedule III** hereto and all issuances, extensions, and renewals thereof (the “*Copyrights*”);

(d) the Domain Names set forth on **Schedule IV** hereto (the “*Domain Names*”), and Seller will take such steps as are reasonably necessary to transfer the Domain Names to Buyer, including (i) unlocking the domain with the applicable registrar, (ii) obtaining an authorization code for the transfer of the Domain Names from the applicable registrar, and (iii) notifying Buyer

of the completion of part (i) and (ii) and providing such authorization code to Buyer (“*Initiation Notification*”). Buyer shall promptly complete the transfer upon its receipt of the Initiation Notification.

(e) all user names, passwords, login details, identities, hashtags, handles, and other user or account credentials for all social media accounts, including but not limited to, those set forth on **Schedule V** hereto (the “*Social Media Accounts*”);

(f) all rights of any kind whatsoever of Seller accruing under any of the Assigned Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(g) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Intellectual Property; and

(h) any and all claims and causes of action with respect to any of the Assigned Intellectual Property, 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.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Seller further covenants that from time to time after the Effective Date, Seller will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment.

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

BUYER:

OLIN WINCHESTER, LLC

By: _____

Name: Brett A. Flaughner

Title: President

SELLER:

WHITE FLYER TARGETS, LLC

By: Reagent Diversified Holdings, Inc.

Its: Managing Member

By: _____

Robert A. Lippert

Its President and CEO

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

BUYER:

OLIN WINCHESTER, LLC

By: _____

Name: Brett A. Flaughner

Title: President

SELLER:

WHITE FLYER TARGETS, LLC

By: Reagent Diversified Holdings, Inc.

Its: Managing Member

By:  _____

Robert A. Lippert

Its President and CEO

Schedule I




Patents

Title	Patent No.	Application No.	Issue Date	Filing Date
White Flyer TARGETS, LLC – Highway Marker Cover	11499278	16/789851	11/15/2022	2/13/2020
Projectable Resin Target & Method		17/991,236		11/21/2022

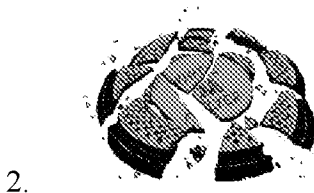
Schedule II

Trademarks

Trademark	Country	Application Number/Date	Registration Number/Date	Status	Action Due
ECO FLYER	Australia	2302061 / 09/21/2022		Published	
ECO FLYER	Canada	2207032/ 08/31/2022		Pending	
ECO-FLYER	Canada	1839512/ 05/26/2017	TMA1039618/ 07/10/2019	Registered	Renewal Due by 07/10/2029
ECO FLYER	European Union	018766746 / 09/22/2022	018766746 / 01/27/2023	Registered	Renewal Due by 09/22/2032
ECOBIRD	Mexico	1893378 / 05/19/2017	1794709/ 09/05/2017	Registered	Renewal Due by 05/19/2027
ECO FLYER	Mexico	2811407 / 09/02/2022	249974 / 01/23/2023	Registered	DAU due by 01/23/2026 Renewal due by 01/23/2033
ECO-FLYER	Mexico	1897073 / 05/29/2017	1794588 / 09/04/2017	Registered	Renewal due by 05/02/2027
AA Stylized 	United States	88/959086 / 06/10/2020	6280700 / 03/02/2021	Registered	Section 8 & 15 Affidavit due by 03/02/2027
AA Stylized 	United States	97/572592 / 08/31/2022		Pending	
Dimple Design 	United States	87/232501 / 11/10/2016	5389329 / 01/30/2018	Registered	Section 8 & 15 Affidavit due 01/30/2024
BIODEGRADABLE (Stylized) 	United States	75/597498 / 12/01/1998	2455926 / 05/29/2001	Registered	Renewal due by 05/29/2031
ECOBIRD & Disk Design 	United States	87/818013 / 03/02/2018		Abandoned (2020)	
ECO BIRD & Disk Design 	United States	87/818040 / 03/02/2018		Abandoned (2020)	
ECO FLYER	United States	86/864632 / 01/04/2016	5324490 / 10/31/2017	Registered	Section 8 & 15 Affidavit due by 10/31/2023
ECO-FLYER	United States	86/864602 / 01/04/2016	5324489 / 10/31/2017	Registered	Section 8 & 15 Affidavit due by 10/31/2023

ECO FLYER & Design 	United States	97/638624 / 10/19/2022		Pending	
ORANGE CRUSHER	United States	85/366665 / 07/08/2011	4199813 / 08/28/2012	Registered	Renewal Due by 08/28/2032
PRO 70	United States	88/958731 / 06/10/2020	6238687 / 01/05/2021	Registered	Section 8 & 15 Affidavit due by 01/05/2027
WHITE AA FLYER	United States	77/713719 / 04/14/2009	3705077 / 11/03/2009	Registered	Renewal due by 11/03/2019
WHITE FLYER	United States	77/713727 / 04/14/2009	3705081 / 11/03/2009	Registered	Renewal due by 11/03/2019
WHITE FLYER	United States	71/527754 / 07/05/1947	0519581 / 01/10/1950	Registered	Renewal due by 01/10/2030
WHITE FLYER BIO	United States	75/572532 / 10/16/1998	2412939 / 12/12/2000	Registered	Renewal due by 12/12/2030
WHITE FLYER BLACKOUT	United States	88/284799 / 01/31/2019	5939931 / 12/17/2019	Registered	Section 8 and 15 Affidavit due by 12/17/2025
WHITE FLYER WHITE FLYER & Design 	United States	77/715062 / 04/16/2009	3792156 / 05/25/2010	Registered	Renewal due by 05/25/2030
WHITE FLYER WHITE FLYER & Design 	United States	77/713725 / 04/14/2009	3705080 / 11/03/2009	Registered	Renewal due by 11/03/2029

Unregistered Trademarks and Service Marks:



Schedule III

Copyrights

Registered Copyrights:

None.

Material Unregistered Copyrights:

- White Flyer's web design at www.whiteflyer.com
- White Flyer's various logo designs (see Registered and Common Law Trademark list)

Schedule IV

Domain Names

Domain Name	Status	Expiration Date	Host
Biotarget.com	Inactive	03/25/2025	N/A
Skeetshooters.com	Inactive	03/25/2024	N/A
Whiteflyer.com	Active	03/26/2025	GoDaddy.com
Whiteflyerblackout.com	Inactive	01/31/2029	N/A

Schedule V

Social Media Accounts

1. Instagram -- @whiteflyertargets