

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862848

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phenix Rods & Accessories, Inc.		12/15/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Good Sportsman Marketing, L.L.C.		
Street Address:	5250 Frye Road		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	97331275	FISH A LEGEND	
Serial Number:	97381637	BERMUDA	
Serial Number:	97381737	AXIS	
Serial Number:	97384221	BLACK CHROME	
Serial Number:	97384276	FEATHER	
Serial Number:	97384335	ULTRA SWIMBAIT	
Serial Number:	97625857	PHENIX CUSTOM QUALITY RODS	
Serial Number:	97384377	K2	
Serial Number:	88212899	BLACK DIAMOND	
Serial Number:	88212992	M1	
Serial Number:	88212391	PHENIX	
Serial Number:	88228652	TRIFECTA	
Serial Number:	88213056	MEGALODON	
Serial Number:	88213049	RTS	
Serial Number:	88225582	SUPER FLIPPER	
Serial Number:	88213039	PANDORA	
Serial Number:	88228981	DRAGONFLY	
Serial Number:	88228988	REAPER	
Serial Number:	88229009	REDEYE	

OP \$640.00 97331275

Property Type	Number	Word Mark
Serial Number:	88228814	IRONFEATHER
Serial Number:	88229018	HYDRA
Serial Number:	88228938	ELIXIR
Serial Number:	88225565	MAXIM
Serial Number:	88225438	MBX
Serial Number:	97916708	CLASSIC BFS

CORRESPONDENCE DATA

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: 18328866845
Email: ttaylor@dmiplaw.com
Correspondent Name: D'Ambrosio & Menon, PLLC
Address Line 1: 3 Sugar Creek Center Blvd., Suite 100
Address Line 4: Sugar Land, TEXAS 77478

ATTORNEY DOCKET NUMBER:	GSM001/Phenix to GSM
NAME OF SUBMITTER:	Tanya Taylor
SIGNATURE:	/Tanya Taylor/
DATE SIGNED:	12/21/2023

Total Attachments: 5
source=Executed - Phenix - IP Assignment Agreement#page1.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of December 15, 2023 by and between GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company (“Assignee”) and PHENIX RODS & ACCESSORIES, INC., a California corporation (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and GSM Holdings, Inc., a Delaware corporation and parent entity of Assignee (“GSM”), are parties to that certain Asset Purchase Agreement by and among Assignor, GSM, 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 GSM and/or 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.

a. Assignment. 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.

b. Further Assurances. Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Intellectual Property, to clear any encumbrances on the Intellectual Property, or otherwise give full effect to the purposes of this Agreement.

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 California 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.

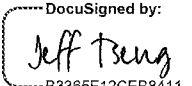
(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[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:

PHENIX RODS & ACCESSORIES, INC., a
California corporation

By:  _____
Name: Jeff Tseng
Title: Chief Executive Officer

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a
Delaware limited liability company

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.

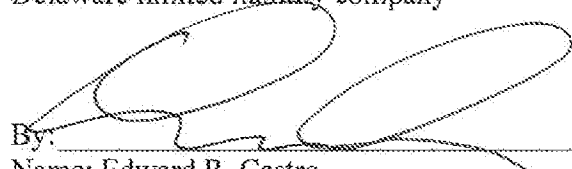
ASSIGNOR:

PHENIX RODS & ACCESSORIES, INC., a
California corporation

By: _____
Name: Jeff Tseng
Title: Chief Executive Officer

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a
Delaware limited liability company

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

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 008296 FRAME: 0938

Exhibit A

Trademark Registrations:

Title Or Mark	Owner of Record	Filing Date	Application Serial Number	Registration Number	Date Issued
FISH A LEGEND	Seller	3/29/22	97331275	Pending	Pending (10/10/23, First Extension to file Statement of Use Granted)
BERMUDA	Seller	4/29/22	97381637	7042819	5/2/23
AXIS	Seller	4/26/22	97381737	7042820	5/2/23
BLACK CHROME	Seller	4/27/22	97384221	7130472	8/8/23
FEATHER	Seller	4/27/22	97384276	7042826	5/2/23
ULTRA SWIMBAIT	Seller	4/27/22	97384335	7042827	5/2/23
PHENIX CUSTOM QUALITY RODS	Seller	10/10/22	97625857	7093559	6/27/23
K2	Seller	4/27/22	97384377	7042828	5/2/23
BLACK DIAMOND	Seller	11/30/18	88212899	5793518	7/2/19
M1	Seller	11/30/18	88212992	5793522	7/2/19
PHENIX	Seller	11/30/18	88212391	5793500	7/2/19
TRIFECTA	Seller	12/13/18	88228652	5794546	7/2/19
MEGALODON	Seller	11/30/18	88213056	5793525	7/2/19
RTS	Seller	11/30/18	88213049	5793524	7/2/19
SUPER FLIPPER	Seller	12/11/18	88225582	5794509	7/2/19
PANDORA	Seller	11/30/18	88213039	5793523	7/2/19
DRAGONFLY	Seller	12/13/18	88228981	5799873	7/2/19
REAPER	Seller	12/13/18	88228988	5799874	7/9/19
REDEYE	Seller	12/13/18	88229009	5799875	7/9/19
IRONFEATHER	Seller	12/13/18	88228814	5799862	7/9/19
HYDRA	Seller	12/13/18	88229018	5799877	7/9/19
ELIXIR	Seller	12/13/18	88228938	5799870	7/9/19
MAXIM	Seller	12/11/18	88225565	5794508	7/2/19
MBX	Seller	12/11/18	88225438	5794504	7/2/19
CLASSIC BFS	Seller	5/2/23	97916708		Pending