

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM863199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamondback Corp		12/22/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Diamondback Fly Rods Inc		
Street Address:	74 Cotton Mill Hill		
Internal Address:	#A258		
City:	Brattleboro		
State/Country:	VERMONT		
Postal Code:	05301		
Entity Type:	Corporation: VERMONT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5050388	DIAMONDBACK	
CORRESPONDENCE DATA			
Fax Number:	7035639748		
<i>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.</i>			
Phone:	703-745-5495		
Email:	tlongo@nkllaw.com		
Correspondent Name:	Trina A. Longo		
Address Line 1:	3251 Blenheim Blvd, Suite 500		
Address Line 2:	Novick, Kim & Lee, PLLc, dba NKL Law		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	TK1700340-4		
NAME OF SUBMITTER:	Trina A. Longo		
SIGNATURE:	/Trina A. Longo/		
DATE SIGNED:	12/22/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into as of December 22, 2023 (“Effective Date”) by and between Diamondback Corp, a Minnesota Corporation, having an address of 855 Village Center Drive, North Oaks, Minnesota 55127 (“Assignor”), and Diamondback Fly Rods Inc, a Vermont Corporation, with a principal place of business located at 74 Cotton Mill Hill, #A258, Brattleboro, Vermont 05301 (“Assignee”). The Assignor and Assignee are each a “Party” and collectively, the ”Parties” to this Assignment.

RECITALS

WHEREAS, Assignor has adopted, used, and is using the trademark identified in the attached Schedule A attached hereto and made a part hereof (the “Mark”);

WHEREAS, Assignor owns a federal trademark registration for the Mark listed on the attached Schedule A (the “Registration”);

WHEREAS, Assignor desires to sell, assign, transfer, and convey to the Assignee all right, title, and interest in and to the Mark and the Registration set forth in the attached Schedule A, together with the good will of the business associated therewith and symbolized by the Mark;

WHEREAS, Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Mark and the Registration set forth in the attached Schedule A, together with the good will of the business associated therewith and symbolized by the Mark;

WHEREAS, the Parties desire that the assignment of the Registration set forth in the attached Schedule A be made a matter of record in the United States Patent and Trademark Office (“USPTO”); and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained in this Assignment, and for other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **ASSIGNMENT OF THE MARK.** Effective as of the Effective Date, the Assignor sells, assigns, transfers, and conveys to the Assignee, and the Assignee accepts and assumes all right, title, and interest, whether statutory or common law, of the Assignor in and to the following:
 - a. The Mark referred to in Schedule A together with the good will of the business connected with the use of and symbolized by the Mark, and the portion of the business to which the Mark pertains;
 - b. The Registration, and the right to maintain and renew the Registration;
 - c. All income, royalties, and damages hereafter due or payable to the Assignor with respect to the Mark, including, without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and
 - d. All rights to sue for past, present, and future infringements or misappropriation of the Mark.

2. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.** The Assignor hereby represents and warrants to the Assignee that the Assignor is the sole owner of all right, title, and interest in and to the Mark and the Registration and has the power and authority to assign its rights in and to the Mark and the Registration in accordance with this Assignment.

3. **FURTHER ASSURANCES; RECORDATION.** Assignor agrees to hereafter execute and deliver all applications, assignments, lawful instruments of conveyance, transfer, and assignment, and any other papers which Assignee may deem necessary and desirable for securing to Assignee or for maintaining for Assignee the Mark and the Registration hereby assigned, all without further compensation to Assignor. The Parties agree that this document may be filed with the USPTO to record the assignment of the Mark and Registration from Assignor to Assignee.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

5. **HEADINGS.** Titles or headings to the sections of this Assignment are inserted for convenience and shall not control or affect the meaning or construction of any of the provisions of this Assignment.

6. **COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy (including by electronic signature) of this Assignment delivered by means of email shall be deemed to have the same legal effect as delivery of any original signed copy of this Assignment.

[THIS AREA INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the Effective Date.

Diamondback Corp

By: *[Signature]*
Name: WOODSHIK PARK
Title: President
Date: December 22, 2023

Diamondback Fly Rods Inc

By: *[Signature]*
Name: Sung Ho Park
Title: President
Date: December 22, 2023

Diamondback Corp

Diamondback

SCHEDULE A

Registered Mark

MARK	COUNTRY OF REGISTRATION	REGISTRATION NO.	REGISTRATION DATE
DIAMONDBACK (in Standard Characters)	United States	5050388	September 27, 2016