# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M&I Business Credit, LLC		109/11/2009	LIMITED LIABILITY COMPANY: MINNESOTA

## **RECEIVING PARTY DATA**

Name:	Grayden Outdoor LLC	
Street Address:	8136 C.T.Y. RD 123	
City:	Brainerd	
State/Country:	MINNESOTA	
Postal Code:	56401	
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1571667	FISH HAWK

## **CORRESPONDENCE DATA**

Fax Number: (312)580-1189

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-580-1180

Email: docket@olsonip.com

Correspondent Name: OLSON & CEPURITIS, LTD.

Address Line 1: 20 North Wacker Drive

Address Line 2: 36th Floor

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	300598-1 GRAYDEN OUTDOOR
NAME OF SUBMITTER:	Deborah A. Melchi
Signature:	/dam/

TRADEMARK
REEL: 004109 FRAME: 0020

900149287

Date:	12/07/2009
Total Attachments: 2 source=FISHHAWK-2#page1.tif source=FISHHAWK-2#page2.tif	

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REEL: 004109 FRAME: 0021

## **BILL OF SALE**

In consideration of the sum of receipt of which is hereby acknowledged, M&I Business Credit, LLC ("Seller") does hereby grant, bargain, sell and transfer to Grayden Outdoor LLC, its successors and assigns (collectively "Buyer"), all of its right, title and interest, to the personal property described in Exhibits A, B and C annexed hereto (the "Personal Property").

The Personal Property is in a used condition, having been repossessed by the Seller from Nature Vision, Inc. in the exercise of Seller's rights under a credit and security agreement. The Seller represents and warrants that the Seller has full power, right, and authority to convey its interest in the Personal Property to Buyer and is executing this Bill of Sale in connection with a private sale by a secured party of the Personal Property in accordance with Article Nine of the Uniform Commercial Code as in effect in Minnesota. The Seller is neither a manufacturer nor distributor of, nor dealer or merchant in, the Personal Property.

THE SELLER MAKES NO WARRANTY OF QUALITY, QUANTITY, CONDITION, VALUE, LOCATION OR MERCHANTABILITY IN RESPECT TO THE PERSONAL PROPERTY AND THE PERSONAL PROPERTY IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BY ACCEPTANCE OF DELIVERY OF THE PROPERTY, THE BUYER AFFIRMS THAT IT HAS NOT RELIED ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE SELLER MAKES NO WARRANTY THAT THE PERSONAL PROPERTY IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PERSONAL PROPERTY ABOVE SET FORTH.

This is a final and exclusive expression of the agreement of the Seller and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By acceptance of delivery of the Personal Property, the Buyer acknowledges that the Buyer has either examined the Personal Property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination and assumes all risk of loss with respect to the Personal Property.

IN WITNESS WHEREOF, M&I Business Credit, LLC has executed this instrument on September 11, 2009.

M&I BUSINESS CREDIT, LLC

Ву

Its <u>Vice President</u>

# EXHIBIT A TO BILL OF SALE

#### PATENTS AND TRADEMARKS

Fish Hawk Design and Trademark Registration #1,571,667 Fishing Hole Cover System Patent #6,675,523

### WEBSITE DOMAINS AND SOURCE CONTENT FILES

www.fishhawkelectronics.com www.ripcityice.com www.catchcover.com

#### INTELLECTUAL PROPERTY

To include all associated design and development files whether held in-house or with an outside vendor

#### SERVICE INVENTORY AND SAMPLES

All service inventory, service-in-progress parts, and prototype samples associated with Fish Hawk, Rip City, or Catch Cover

#### CUSTOMER LISTS

To include active customers who purchased Fish Hawk, Rip City, or Catch Cover products in the last 24-months to include complete contact information

#### **OPEN ORDERS**

To include copies of open orders placed by customers for Fish Hawk, Rip City, or Catch Cover products

#### WARRANTY DATABASE

To include a list of Fish Hawk customers registered in Nature Vision, Inc.'s consumer warranty data base and access to return authorizations issued in 2009 for Fish Hawk Products.

# PRODUCTION EQUIPMENT

To include all production equipment listed in EXHIBIT B

## OTHER EQUIPMENT

One Laptop computer, one desktop computer

#### TRADE SHOW BOOTH

**RECORDED: 12/07/2009** 

10' curved backdrop, signage, and table cloth

674289.2

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