# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
E-Z Outdoor, LLC		104/28/2010	LIMITED LIABILITY COMPANY:

# **RECEIVING PARTY DATA**

Name:	Old National Bank	
Street Address:	One Main Street	
City:	Evansville	
State/Country:	INDIANA	
Postal Code:	47708	
Entity Type:	A National Banking Association:	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3153043	E-Z BRUSH

# **CORRESPONDENCE DATA**

Fax Number: (812)474-6059

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

Phone: 812-479-8721
Email: gprice@tbsblaw.com

Correspondent Name: Gary K. Price

Address Line 1: 700 S. Green River Road, Suite 2000
Address Line 2: Terrell, Baugh, Salmon & Born, LLP
Address Line 4: Evansville, INDIANA 47715

NAME OF SUBMITTER:	Gary K. Price
Signature:	/Gary K. Price/
Date:	05/03/2010

TRADEMARK REEL: 004197 FRAME: 0633

900161107

Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif

> TRADEMARK REEL: 004197 FRAME: 0634

# **ASSIGNMENT OF RIGHTS IN ASSETS**

Assignment made this day of \_\_\_\_\_\_\_\_, 2010, by E-Z Outdoor, LLC, and Indiana limited liability company, with offices in Evansville, Indiana ('Assignor''), to Old National Bank, a national banking association, with offices at One Main Street, Evansville, Indiana ("Assignee").

#### **RECITALS**

- A. Assignor has a vested interest in a certain new and useful improvement as more identified and described as the "Boat Mounted Blind", the technology of which is protected under U.S. Patent Registration No. 7,063,035 in the United States Patent and Trademark Office (the "Patent"); and Assignor further has a vested interest in the common law and registered name "E-Z BRUSH", Registration No. 3,153,043 in the United States Patent and Trademark Office ("Trademark").
- B. Assignee desires to acquire an ownership interest in and to the Patent and Trademark.

# Assignment.

In consideration of One Dollar (\$1.00) and other value consideration, receipt of which is acknowledged by Assignor, Assignor assigns to Assignee One Hundred Percent (100%) ownership interest of Assignor's interest in the Patent and Trademark as heretofore defined.

# Cooperation.

Assignor agrees to cooperate with Assignee such that Assignee may enjoy to the fullest extent the rights conveyed hereunder. Included within the scope of the duties is cooperation in such proceedings involving the United States and foreign applications and patents as opposition, cancellation proceedings, priority contest, public use proceedings, court actions, and the like.

# Parties.

The terms and provisions of this Assignment shall inure to the benefit of Assignee, its successors, and/or other legal representatives, and shall be binding upon the Assignor, its heirs and legal representatives.

# 4. Warranty.

Assignor warrants and represents that it has not entered into any assignment, contract, or understanding in conflict herewith.

1

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date first above written.

E-Z Outdoor, LLC
BJ DOWN & Bellew
Its: President
"Assignor"
STATE OF INDIANA )
COUNTY OF VANDERBURGH )
Before me, a Notary Public, the day and year below stated, personally appeared <u>famra. L. Belcher</u> and acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed.
WITNESS my hand and seal this, day of, 2010.
Signature of Notary Public
Signature of Notary Public  SHELLEY R. PULLUM Warrick County My Commission Expires March 4, 2015
My Commission Expires:  O3- 04-15  County of Residence

THIS INSTRUMENT WAS PREPARED BY GARY K. PRICE, ATTORNEY AT LAW. TERRELL, BAUGH, SALMON & BORN, LLP, 700 SOUTH GREEN RIVER ROAD, SUITE 2000, EVANSVILLE, INDIANA 47715.

2

**RECORDED: 05/03/2010**