

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
Ross Outdoor Sports Specialties, LLC		10/01/2010	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	3M Company
Street Address:	2501 Hudson Road
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55144
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77150011	ESSENCE
Serial Number:	77016748	FLOW
Serial Number:	78667563	FLYCAST
Serial Number:	77250594	FLYSTART
Serial Number:	78385284	FLYWATER
Serial Number:	78667785	ROSS REELS
Serial Number:	78667796	RR ROSS REELS USA
Serial Number:	85101300	FLYRISE
Serial Number:	85101286	FLYSTIK
Serial Number:	85101277	JOURNEY
Serial Number:	85101284	REACH
Serial Number:	85140709	PERFORMANCE ON THE WATER

CORRESPONDENCE DATA

900178354

**TRADEMARK
 REEL: 004426 FRAME: 0091**

CH \$315.00 77150011

Fax Number: (651)736-3783

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

Email: trademarks@mmm.com

Correspondent Name: 3M Company

Address Line 1: 2501 Hudson Road

Address Line 4: St. Paul, MINNESOTA 55144

NAME OF SUBMITTER:	Sarah A. Lockner
Signature:	/Sarah A. Lockner/
Date:	11/15/2010

Total Attachments: 4
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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks (the "Trademark Assignment Agreement"), is entered into this 1st day of October, 2010, by and among Ross Outdoor Sports Specialties, LLC, a Colorado limited liability company, 1 Ponderosa Court, Montrose, Colorado 81401, U.S.A. ("Assignor") and 3M Company, a corporation of Delaware, 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144, U.S.A. ("Assignee").

WHEREAS, simultaneously herewith Assignor and Assignee have entered into that certain Asset Purchase Agreement ("Purchase Agreement") dated October 1, 2010 by and between Assignor, Assignee, David S. Heller, and Dan V. Clark. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement; and

WHEREAS, Assignor is the owner of the trademarks and service marks listed and described in Schedule A ("Assigned IP") attached hereto and by this reference incorporated herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby assign and transfer unto Assignee, and Assignee accepts such assignment and transfer, all right, title, and interest in and to the trademarks and service marks listed and described in Schedule A, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore. Where such trademarks or service marks also are used as trade or business names, Assignor does hereby also assign and transfer unto Assignee, and Assignee accepts such assignment and transfer, all right, title, and interest in and to such trade or business names, together with the goodwill of the business symbolized thereby as well as the right to sue for past infringement and the right to collect damages therefore.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title, and interest in the trademarks, service marks, and trade and business names.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns. Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Trademark Assignment Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

This Trademark Assignment Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado without regard to its rules regarding conflicts of law.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective the 1st day of October, 2010.

Ross Outdoor Sports Specialties, LLC (Assignor)

By: [Signature]
Name: Dan V. Clark
Title: Manager

On this 28th day of September, 2010, before me personally appeared Dan V. Clark, who acknowledged to me that he executed the foregoing Assignment document in his duly authorized capacity as Manager of Ross Outdoor Sports Specialties, LLC, and for the purpose therein set forth.



[Signature]
Notary

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed this _____ day of _____, 2010.

3M Company (Assignee)

By: _____
Name: _____
Its: _____

On this _____ day of _____, 2010, before me, personally appeared _____ who acknowledged to me that he executed the foregoing Assignment document in his duly authorized capacity as _____ of 3M Company, and for the purpose therein set forth.

Notary

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective the 1st day of October, 2010.

Ross Outdoor Sports Specialties, LLC (Assignor)

By: _____
Name: Dan V. Clark
Title: Manager

On this 28th day of September, 2010, before me personally appeared Dan V. Clark, who acknowledged to me that he executed the foregoing Assignment document in his duly authorized capacity as Manager of Ross Outdoor Sports Specialties, LLC, and for the purpose therein set forth.

Notary

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed this October day of _____, 2010.

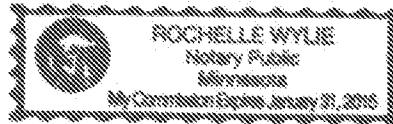
3M Company (Assignee)

By: _____
Name: Robert W. Srague
Its: Assistant Secretary

On this 1st day of October, 2010, before me, personally appeared Robert W. Srague who acknowledged to me that he executed the foregoing Assignment document in his duly authorized capacity as Assistant Secretary of 3M Company, and for the purpose therein set forth.

Rochelle Wylie

Notary



SCHEDULE A

Mark	Serial #	Registration #
ESSENCE	77/150,011	3,693,048
FLOW	77/016,748	3,516,943
FLYCAST	78/667,563	3,161,105
FLYSTART	77/250,594	3,503,811
FLYWATER (STYLIZED Mark)	78/385,284	3,061,090
ROSS REELS	78/667,785	3,123,251
RR ROSS REELS USA (DESIGN MARK)	78/667,796	3,193,901
FLYRISE	85/101,300	
FLYSTIK	85/101,286	
JOURNEY	85/101,277	
REACH	85/101,284	
PERFORMANCE ON THE WATER	85/140709	