

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAYPOINT TECHNOLOGIES, INC.		07/11/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Johnson Outdoors Marine Electronics, Inc.		
Street Address:	678 Humminbird Lane		
City:	Eufaula		
State/Country:	ALABAMA		
Postal Code:	36027		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3953749	CONTOUR PRO	
Registration Number:	3953704	LEADING IN ACCURACY, FOLLOWING WITH SUCCESS	
Registration Number:	3953696	LAKEMASTER	
Registration Number:	3940091	UNLEASH THE SECRETS OF THE DEEP.	
Registration Number:	3921353	LAKE ART	
Registration Number:	2752952	LAKEMASTER	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142988230		
Email:	asmyczek@reinhardt.com		
Correspondent Name:	Alec Smyczek		
Address Line 1:	1000 N. Water St.		
Address Line 2:	Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53202		

CH \$165.00 3953749

ATTORNEY DOCKET NUMBER:	051321-0001
NAME OF SUBMITTER:	Alec D. Smyczek
Signature:	/Alec D. Smyczek/
Date:	07/26/2011
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of July 11, 2011 (the "Effective Date"), from WAYPOINT TECHNOLOGIES, INC., a Minnesota corporation ("Assignor"), to JOHNSON OUTDOORS MARINE ELECTRONICS, INC., an Alabama corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated July 7, 2011, (the "Asset Purchase Agreement") by and among Assignor, Pro Map Technologies, Inc, a Minnesota corporation ("Pro Map"), and Assignee, Assignee has agreed to purchase certain assets of Assignor and Pro Map, including the Assigned Trademarks (as defined below) listed in the attached Appendix A.

B. Assignor is the owner of the Assigned Trademarks listed in Appendix A.

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement between Assignor, Pro Map and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors, and assigns all right and title to and interest in the Assigned Trademarks.

3. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) Assignor represents that it has taken all necessary steps to establish, update title, and release all outstanding security interests in the Assigned Trademarks, including necessary recordation of all documents, and Assignor shall assist Assignee to effectuate any documents necessary to perfect title of the Assigned Trademarks in Assignee. This Assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Asset Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment as provided in the Asset Purchase Agreement.

5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.


[Signature page follows.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

WAYPOINT TECHNOLOGIES, INC., a
Minnesota corporation
59 East Broadway
Little Falls, MN 56345

By:


Name: Mervyn W. Ward
Title: President

ASSIGNEE:

JOHNSON OUTDOORS MARINE
ELECTRONICS, INC., an Alabama corporation
678 Humminbird Lane
Eufaula, AL 36027

By:

Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

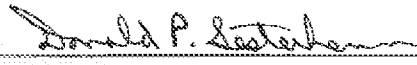
ASSIGNOR:

WAYPOINT TECHNOLOGIES, INC., a
Minnesota corporation
59 East Broadway
Little Falls, MN 56345

By: _____
Name: _____
Title: _____

ASSIGNEE:

JOHNSON OUTDOORS MARINE
ELECTRONICS, INC., an Alabama corporation
678 Humminbird Lane
Eufaula, AL 36027

By:  _____
Name: Donald P. Sesterhenn
Title: Secretary

APPENDIX A

Assigned Trademark Registrations

Mark	Country	Reg. No.	Filing Date	Reg. Date
Contour Pro	U.S.	3953749	April 26, 2010	May 3, 2011
Leading in Accuracy, Following with Success	U.S.	3953704	April 1, 2010	May 3, 2011
LakeMaster	U.S.	3953696	March 31, 2010	May 3, 2011
Unleash the Secrets of the Deep	U.S.	3940091	April 5, 2010	April 5, 2011
Lake Art	U.S.	3921353	April 6, 2010	February 15, 2011
LakeMaster	U.S.	2752952	April 3, 2002	August 19, 2003