

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHINO OUTDOORS, LLC		05/15/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	DANNYBOY PRODUCTIONS, LLC		
Street Address:	P.O. Box 1377		
City:	ELYRIA		
State/Country:	OHIO		
Postal Code:	44036		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3952820	LID CAM	
CORRESPONDENCE DATA			
Fax Number:	2166961210		
<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:	2166961422		
Email:	ipdocket@mccarthyebit.com		
Correspondent Name:	Kristen M. Hoover, Esq.		
Address Line 1:	101 W. Prospect Ave, Suite 1800		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	13527-11		
NAME OF SUBMITTER:	Kristen M. Hoover, Esq.		
SIGNATURE:	/kmh/		
DATE SIGNED:	06/03/2015		
Total Attachments: 18			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of May 15, 2015, is by and among **Rhino Outdoors, LLC**, a South Carolina limited liability company ("Seller"), **Mark E. Hardin** and **Craig Sims** ("Owners"), and **Dannyboy Productions, LLC**, an Ohio limited liability company ("Buyer").

WHEREAS, Seller is engaged in a business distributing and selling certain hunting related products, having a principal place of business at 3124B Boiling Springs Road, Boiling Springs, South Carolina 29316, and a presence on the internet through a web site at www.rhinoutdoors.com (such business hereinafter referred to as the "Business"); and

WHEREAS, subject to the limitations and exclusions contained in this Agreement and on the terms and conditions hereinafter set forth, Seller desires to sell, and Buyer desires to purchase, those assets of Seller used in the conduct of the Business, both tangible and intangible, as further described herein and defined as the "Purchased Assets" hereunder;

Accordingly, in consideration of the mutual promises, covenants, conditions and undertakings hereinafter set forth, the parties agree as follows:

1. SALE OF ASSETS.

1.1 Assets to be Purchased by Buyer. At the Closing (as herein defined), Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of any liens or other encumbrances, all right, title and interest of Seller in and to the assets, properties, goodwill and rights owned, held or used by Seller of every nature, kind and description, tangible and intangible, wheresoever located and whether or not carried or reflected on its books and records, relating to the operation and ownership of the Business, including but not limited to the following (except to the extent any item of the following is part of the Excluded Assets):

(a) all electronic mail addresses, internet domain names, web site content, other social media pages and/or accounts and the like associated with the Business, including but not limited to those listed in Schedule 1.1(a) and all passwords and similar access codes to manage such domain names, etc.;

(b) all trademarks, service marks, trade dress, logos, slogans, trade names, business names (including but not limited to the name "Rhino Blinds" and "Lid Cam"), and all applications, registrations, and renewals in connection therewith including but not limited to those listed in Schedule 1.1(b);

(c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith;

(d) all patents and all applications, registrations, and renewals in

connection therewith including but not limited to those listed in Schedule 1.1(b);

(e) all advertising and promotional materials;

(f) all unsold inventory of products;

(g) any and all retainers, prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees of any kind including but not limited to deposits made on orders for products which have not been delivered;

(h) all other proprietary rights and all copies and tangible embodiments thereof including all other rights of any kind, in connection with the Products listed in Schedule 1.1(h), such as but not limited to designs, bills of materials, drawings and all copies and tangible embodiments thereof; and

(i) all rights of Seller under the Assumed Contracts listed in Schedule 2.1 including purchase orders for inventory on order,

(all of the above being collectively the "Purchased Assets").

1.2 Excluded Assets. Anything in Section 1.1 to the contrary notwithstanding, the Purchased Assets shall not include any assets of Seller not specifically described in Section 1.1 (such assets to be referred to herein as "Excluded Assets"). Such assets shall include, but are not limited to: any cash or cash equivalents of Seller; any accounts receivable of Seller existing as of the Closing Date; Seller's organizational documents, tax returns and other records having to do with the organization of Seller and its tax records; any rights to real estate, leases, and leasehold improvements; and all rights which accrue or will accrue to Seller under this Agreement. In addition, the parties agree that Seller can continue to use forever the name "Rhino Outdoors" as the legal name of Seller's South Carolina limited liability company, but this limited exception does not apply to websites, domain names and general marketing rights encompassed by the name "Rhino Outdoors" and which are being purchased pursuant to Section 1.1 above.

2. ASSUMPTION OF LIABILITIES.

2.1 Liabilities Assumed by Buyer. Buyer shall assume only the obligations under the contracts listed in Schedule 2.1 (the "Assumed Contracts") arising from or attributable to any period of time on or after the Closing Date, except that Buyer specifically assumes the obligation to FINETEX Textile Group for the custom order of 800 Rhino XP-1 blinds.

2.2 Liabilities Not Assumed by Buyer: Anything in this Agreement to the contrary notwithstanding, except as specifically provided in Section 2.1, Buyer shall not assume, or in any way be liable or responsible for any other liabilities or obligations of

Seller (each such liability or obligation to sometimes be referred to herein as an "Excluded Liability" and all of them collectively as the "Excluded Liabilities"). The Excluded Liabilities include all amounts which may be owed by Seller to any bank or credit card company. Seller agrees to satisfy all such liabilities from its funds and to request Wells Fargo Bank, N.A. to release its UCC Financing Statement recorded with the South Carolina Secretary of State.

3. PURCHASE PRICE; ROYALTY.

3.1 Purchase Price. Buyer will pay for the Purchased Assets hereof for an aggregate purchase price of One Dollar (the "Purchase Price"), plus a royalty as set forth in Section 3.2.

3.2 Royalty.

(a) Buyer shall pay a royalty to Seller equal to twenty dollars (\$20.00) per unit sold by Buyer of the following products only: (1) "XP-1 Predator All Purpose Deception" ground blind (and all variations of such blinds regardless of change of materials and/or change in camouflage patterns), and (2) Lid Cams (all models). The parties acknowledge that Buyer may decide to market other hub type blinds in addition to those models of blinds described in the preceding sentence. In such case, the parties agree to negotiate in good faith so as to mutually agree to a royalty to be paid to Seller on Buyer's unit sales of those additional models of blinds.

(b) Payment of Royalties shall be made each calendar quarter (each a "Quarter"), on or before the 30th day of the month following the end of the Quarter. Each payment shall be accompanied by a report setting forth the number of units sold during the previous Quarter and showing the amount due.

(c) At any time after the 20th anniversary of the Closing Date, Buyer may buy-out the royalty obligation by paying, in addition to the royalties payable under Section 3.2, an amount equal to the average royalties due under Section 3.2(a) for one year and such additional payment shall be referred to as the "Buyout Payment". The Buyout Payment shall be calculated as an average of the actual payments made during the preceding three years. Upon payment of the Buyout Payment and all royalties due under Section 3.2(a), Buyer's obligation to pay royalties under this section 3.2 shall be extinguished and cease forever for all periods beginning on the date following the end of the Buyout Period.

(d) Although the Purchased Assets include the rights to market products in addition to those specifically listed in Section 3.2(a) above, the parties agree and understand that the royalties set forth in Section 3.2(a) together with the Purchase Price and the assumption of the Liabilities set forth in Section 2.1 above are the sole compensation to be paid under this Agreement.

4. CLOSING; CLOSING DATE.

4.1 The closing of the sale and purchase of the Purchased Assets contemplated hereby (the "Closing") shall take place on or about May 9, 2015, or at such other time or place as the parties may mutually agree (the "Closing Date"). Buyer shall be deemed to own the Purchased Assets at the close of business on the Closing Date.

4.2 Delivery of Documents At Closing:

- (a) Buyer shall deliver to Seller the following:
 - (i) The Purchase Price in accordance with Section 3.1;
 - (ii) Any necessary instruments by which Buyer assumes the Assumed Contracts;
- (b) Seller shall deliver to Buyer the following in form and substance reasonably satisfactory to Buyer:
 - (i) Bill of Sale for the Purchased Assets in a form reasonably acceptable to Buyer and any other documents reasonably required to convey the Purchased Assets to Buyer (copy attached as Schedule 4.2(b)(i));
 - (ii) Assignment and Assumption Agreement with appropriate consents if required (copy attached as Schedule 4.2(b)(ii));
 - (iii) Any other document reasonably required to convey the Purchased Assets to Buyer and implement the terms of this Agreement;
 - (iv) A summary of items to be delivered by Seller is attached as Schedule 4.2(b)(iv).

4.3 Delivery of Documents Post Closing. Seller shall deliver to Buyer, within 90 days of the Closing, documentation that all accounts of Seller for payroll taxes, sales and use taxes, unemployment taxes, and workers compensation have either been terminated or cancelled or that the name on the account has been changed so as to no longer be reflected as "Rhino Outdoors." Upon completion of items to be delivered by Seller pursuant to this section and Section 4.2 above, Buyer shall reimburse Seller for the deposit made by Seller to FINETEX Textile Group for the custom order of 800 Rhino XP-1 blinds.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Buyer to execute this Agreement and perform its obligations hereunder, Seller and

the Owners jointly and severally represent and warrant to Buyer as follows:

5.1 Due Organization, Authority and Capitalization. Seller is a South Carolina limited liability company duly organized, validly existing under the laws of the State of Ohio and has all requisite power and lawful authority to own, lease, and operate its assets, properties and business and to carry on the Business as now being and as heretofore conducted.

5.2 Ownership and Condition of Purchased Assets. Seller is the owner of the Purchased Assets and Seller has, or will have by the Closing Date, good and marketable title to all such Purchased Assets, free and clear of any security interests, liens or other encumbrances.

5.3 Litigation and Compliance with Laws. To the best of Seller's knowledge, Seller currently is in compliance, in all material respects, with all laws and governmental rules and regulations, domestic and foreign, of a material nature, and all requirements of insurance carriers, applicable to the Business and the Purchased Assets.

5.4 Authority; No Violation. Seller has the full legal right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder and thereunder. This Agreement and the transactions contemplated hereby and thereby have been duly authorized by Seller. This Agreement has been duly executed and delivered by Seller and is a valid and binding agreement of Seller enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein (the "Contemplated Transactions") will not (i) violate, conflict with or result in the breach of any provision of the documents controlling the organization and governance of Seller; (ii) violate or result in the breach of any of the terms of any contract or other agreement to which Seller is a party or which is binding upon Seller or any of its properties; (iii) violate any order, writ, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon Seller or upon the assets or properties of Seller; (iv) violate any statute, law or regulation of any jurisdiction; or (v) contravene or constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of Seller relating to the Business or result in the creation or imposition of any lien or encumbrance on any Purchased Asset.

5.5 Actions and Proceedings. There are no actions, suits or claims or legal, administrative or arbitral proceedings or investigations pending, threatened against or involving Seller in connection with the operation of the Business, individually or in the aggregate, which could, if decided adversely to Seller, have a material adverse effect upon the condition of the Business (financial or otherwise) or the Purchased Assets.

5.6 Contracts and Other Agreements. Each Assumed Contract is a valid and binding agreement of Seller and is in full force and effect, and neither Seller nor any other party thereto is in default in any material respect under the terms of any Assumed Contract. All payments required to be made under any of the Assumed Contracts due

prior to the Closing Date (including any additional interest or late fees attributable to such period) have been paid.

5.7 Tax Matters.

(a) Seller has timely filed all required tax returns and collected, withheld and remitted all taxes which Seller is required to collect, withhold and remit.

(b) Seller has paid, or will timely pay, all taxes payable by it attributable to any pre-Closing tax period which are required to be paid on or prior to the Closing Date, the non-payment of which would result in a lien on any Purchased Asset, would otherwise adversely affect the Business or would result in Buyer becoming liable therefore.

(c) Seller is not subject to any pending investigation, audit, claim, assessment or proceeding relating to taxes. Seller has not received notice of any such action and neither Seller nor the Member knows of any existing cause for such action.

6. COVENANTS AND AGREEMENTS. The parties covenant and agree as follows:

6.1 Further Assurances. Each of the parties hereto shall execute such documents and other papers and take such further actions as may be reasonably requested by any other party to carry out the provisions hereof and the Contemplated Transactions. Each party shall use commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions to each other party's obligations hereunder.

6.2 Enforceability. Whenever the term "enforceable in accordance with its terms" or similar such language is used in this Agreement, it shall be subject to the exceptions for bankruptcy or similar laws and equitable considerations.

6.3 Non-Competition. The Seller and Owners covenant and agree that for so long as they are receiving Royalty payments under this Agreement and unless they have the prior written permission of Buyer, they will not compete with Buyer in the sale of the Products listed in Schedule 1.1(h), and agree that a breach of the Non-Compete Agreement shall constitute a breach of this Agreement.

6.4 Option to Buy Back the Business. Buyer and Seller agree that if Buyer should abandon the Business acquired under this Agreement with the result that Seller is no longer receiving any Royalty payments under this Agreement and Buyer has not exercised the provision of Section 3.2(c) above, then Seller has the option to reacquire the Business upon terms to be negotiated at that time taking into consideration inventory on hand and contracts in place.

7. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All of the terms, conditions, warranties, representations, covenants, indemnities and agreements contained in or made pursuant to this Agreement shall survive the Closing.

8. **INDEMNIFICATION.** From and after the Closing Date, Seller and Owners jointly and severally agree to indemnify, defend and hold harmless Buyer, its affiliated entities, their successors and assigns and their respective Members, directors, officers, members, agents, employees and other representatives and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and disbursements) (each a "Loss" and collectively, the "Losses") based upon, arising out of relating to, in any manner whatsoever, (a) any inaccuracy in any representation or warranty or any breach of any covenant of Seller contained in this Agreement or any certificate, schedule, statement, document or instrument furnished in connection with the negotiation, execution of this Agreement; (b) any Excluded Liability or (c) a breach of any covenant under this Agreement, including but not limited to a Breach of the Non-Compete Agreement.

9. **BROKER OR FINDER.** Buyer and Seller each hereby represents and warrants to the other that neither party has dealt with a broker or brokers in connection with this Agreement or any transactions provided for or referred to herein. Each party shall indemnify against and hold the other party harmless from all liabilities or claims arising from any other brokers or from any other third party claiming a fee or commission for services rendered on behalf of such party, based on the Contemplated Transactions herein, including, without limitation, the cost of legal fees in connection therewith.

10. **EXPENSES.** The parties will each bear their own expenses, including fees and other costs of professional advisors with respect to the negotiation and consummation of the Contemplated Transactions.

11. **RISK OF LOSS.** Seller assumes all risk of destruction, loss or damage to the Purchased Assets due to fire, storm or other casualty up to the Closing.

12. **MISCELLANEOUS.**

12.1 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, or, if mailed, on first attempted delivery, as follows:

If to Purchaser, to: **Dannyboy Productions, LLC**
P.O. Box 1377
Elyria, Ohio 44036
Attn: Daniel B. Reaser, Sr., Manager

With a copy to: **McCarthy, Lebit, Crystal & Liffman Co., L.P.A.**
101 West Prospect Avenue, Suite 1800
Cleveland, Ohio 44115-1088
Attn: E. Roger Stewart, Esq.

If to Seller, to: **Rhino Outdoors, LLC**
3124B Boiling Springs Road
Boiling Springs, South Carolina 29316

If to Owners, to: **Mark E. Hardin and Craig Sims**
3124B Boiling Springs Road
Boiling Springs, South Carolina 29316

Any party may, by notice given in accordance with this Section to the other party, designate another address or person for receipt of notices hereunder.

12.2 Entire Agreement. This Agreement (including the Schedules hereto), contains the entire agreement between the parties with respect to the purchase of the Purchased Assets and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

12.3 Waivers and Amendments. This Agreement may be amended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto and, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

12.4 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to conflict of laws principles.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

12.6 Drafting. The language used in this Agreement shall not be construed against the drafter and shall be deemed to be the language chosen by the parties hereto to express their mutual participation and mutual intent in drafting such Agreement, and no rule of strict construction shall be applied against any party.

12.7 Counterparts. This Agreement may be executed by the parties hereto

manually or by facsimile signature in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.8 Schedules. Schedules are part of this Agreement as if set forth herein.


12.9 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the date first above written.

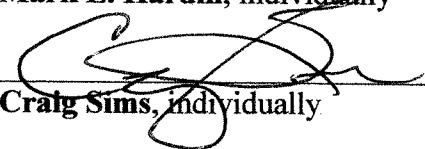
SELLER:

Rhino Outdoors, LLC


By: Craig Sims
Its: VP/SEC.

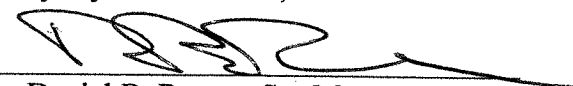
OWNERS:


Mark E. Hardin, individually


Craig Sims, individually

BUYER:

Dannyboy Productions, LLC


By: Daniel B. Reaser, Sr., Manager

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SCHEDULE 1.1(a)

Domain Names

www.lid-cam.com
www.lid-kam.com
www.lidcam.com
www.lidkam.com
www.promosgroundblinds.com
www.rhino-labs.com
www.rhinoblinds.com
www.rhinogroundblinds.com
www.rhinoraptor.com
www.rhinoutdoors.com
www.thelidcam.com
www.therhinoraptor.com
www.trailintel.com

SCHEDULE 1.1(b)

Trademarks and Patents.

Trademarks

Mark: LID CAM
Serial No.: 85/033,908
Filed: May 10, 2010
Reg. No.: 3,952,820
Reg. Date: April 26, 2011
Owner: Rhino Outdoors, LLC, Boiling Springs, SC
First use: Dec. 1, 2010
Goods/services – Class 9 for cameras and video cameras

Patents

US App. No.: 12/870,272 (utility application)
Filed: Aug. 27, 2010 but abandoned April 8, 2013
Title: Portable sensor
Assignee: Rhino Outdoors, LLC, Boiling Springs, SC

US Pat. No.: D654108 (design patent)
Issued: Feb. 14, 2012
Title: Portable sensor
Assignee: Rhino Outdoors, LLC, Boiling Springs, SC

SCHEDULE 1.1(h)

Products

XP-1 Predator All Purpose Deception Blind
Ground Blind Stakes (Replacement)
Replacement Shoot Through Mesh
V1 Ground Blind
Ground Blind Bag (Replacement)
Lid Cam Action Video Camera
Sun Cam
Lid Cam Camo Pro 1080P
MP-E5
Rhino Body and Hair Wash
Rhino Laundry Detergent
Rhino Water Repellent

SCHEDULE 2.1

Contracts

1. The existing web hosting Agreement for Seller for the domain listed in Schedule 1.1(a).
2. Purchaser Order 25190 dated April 17, 2015 with FINETEX Textile Group of Lebanon, Pennsylvania for 800 Rhino XP-1 hunting blinds, with a balance due of \$72,390.00.

SCHEDULE 4.2(b)(i)

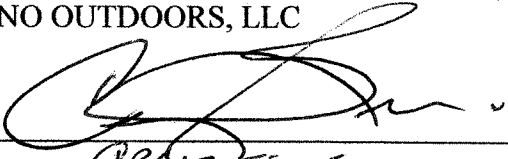
BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Rhino Outdoors, LLC, a South Carolina limited liability company ("**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to Dannyboy Productions, LLC, an Ohio limited liability company ("**Buyer**"), all of its right, title and interest in and to the "Assets", as such term is defined in Section 1.1 of the Asset Purchase Agreement, dated as of May 15, 2015 (the "**Purchase Agreement**"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of May 15, 2015.

RHINO OUTDOORS, LLC


By: CRAIG SIMS
Title: VP/SEC.

SCHEDULE 4.2(b)(ii)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of May 15, 2015 (the "**Effective Date**"), is by and between Rhino Outdoors, LLC, a South Carolina limited liability company ("**Seller**"), and Dannyboy Productions, LLC, an Ohio limited liability company ("**Buyer**").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of May 15, 2015 (the "**Asset Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume certain of Seller's duties and obligations under, the Assigned Contracts (as defined in the Asset Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assumed Liabilities detailed in Section 2.1 of the Asset Purchase Agreement. Buyer hereby accepts such assignment and assumes and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Assigned Contracts accruing on and after the Effective Date.
3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

RHINO OUTDOORS, LLC

By: 
Title: VP of SEC

DANNYBOY PRODUCTIONS, LLC


By: Daniel Breasen Sr
Title: Manager

SCHEDULE 4.2(b)(iv)

Summary of Items to be Delivered by Seller

1. All products being transferred by Seller shipped to Buyer per Buyer's direction.
2. All access codes and passwords related to the domain names transferred to Buyer.
3. All advertising materials, bills of materials for products, and related business materials to enable product to be made have been delivered to Buyer.
4. List of all vendors, suppliers, and prior customers (for warranty purposes) delivered to Buyer.
5. All other items purchased per Section 1.1 delivered to Buyer.
6. Seller has delivered letter to those vendors listed on Schedule 2.1 as the assignment of their contract.
7. Seller has signed documents to file with USPTO transferring ownership of patents and trademarks listed on Schedule 1.1(b).
8. Bill of Sale as shown on Schedule 4.2(b)(i) signed and delivered to Buyer.
9. Assignment and Assumption Agreement as shown on Schedule 4.2(b)(ii) signed and delivered to Buyer.
10. Seller has paid all liabilities with banks and credit card companies and provided documentation of release of UCC filing by Wells Fargo Bank.
11. Seller has provided documentation that all accounts of Seller for payroll taxes, sales and use taxes, unemployment taxes, and workers compensation have either been terminated or cancelled or that the name on the account has been changed so as to no longer be reflected as "Rhino Outdoors."