

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM412701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Outdoor Brands Corp.		01/05/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smith & Wesson Holding Corporation		
<b>Street Address:</b>	2100 Roosevelt Avenue		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01104		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87240557	AMERICAN OUTDOOR BRANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>			
<b>Phone:</b>	215.864.8209		
<b>Email:</b>	jacobsh@ballardspahr.com		
<b>Correspondent Name:</b>	Hara K. Jacobs, Ballard Spahr LLP		
<b>Address Line 1:</b>	1735 Market Street,		
<b>Address Line 2:</b>	51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Hara K. Jacobs		
<b>SIGNATURE:</b>	/Hara K. Jacobs/		
<b>DATE SIGNED:</b>	01/18/2017		
<b>Total Attachments: 3</b>			
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source=AOB DE to SWHC-Trademark Assignment Agreement-fully executed#page3.tif			

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Assignment Agreement") is effective as of the 23<sup>rd</sup> day of December 2016 (the "Effective Date") by Smith & Wesson Holding Corporation ("SWHC") and American Outdoor Brands Corp., a Delaware corporation ("AOB DE") (collectively the "Parties" and each a "Party").

WHEREAS, the Parties entered an Agreement and Release dated December 23, 2016 (the "Agreement"), which is hereby incorporated by reference into this Agreement as if it were fully set forth herein, whereby AOB DE; Peter R. Chernik; and American Outdoor Brands Corp., a Nevada corporation agreed to assign all rights and interests in the American Outdoor Brands name and trademark to SWHC;

NOW, THEREFORE, in consideration of the respective covenants, undertakings, representations, and conditions set forth both hereinafter and in the Agreement dated December 23, 2016, and intending to be legally bound hereby, the Parties agree as follows:

1. **Assignment of Trademark.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOB DE hereby irrevocably conveys, transfers, and assigns to SWHC, and SWHC hereby accepts, all of AOB DE's right, title, and interest in the following (the "Assigned Trademark") together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark: (a) the federal trademark application for "American Outdoor Brands", U.S. Serial Number 87240557; (b) all rights of any kind whatsoever of the AOB DE accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, whether arising by statute or common law.

2. **Covenant Concerning Trademark and Name.** AOB DE hereby covenants and agrees that it will not attempt to use or register any trademarks or trade, business or corporate names confusingly similar to American Outdoor Brands, or any derivative thereof, in any jurisdiction in the world and will not challenge SWHC's use or registration of American Outdoor Brands, or any derivative thereof, in any jurisdiction in the world.

3. **Binding Agreement.** This Assignment Agreement shall be binding on and inure to the benefit of SWHC and AOB DE and their successors and assigns. The Parties shall be responsible for ensuring the compliance of their respective partners, associates, officers, directors and employees with the terms of this Agreement.

4. **Entirety of Agreement.** This Assignment Agreement and the Agreement dated December 23, 2016 constitute the entire agreement and understanding between the Parties hereto concerning the subject matter herein and supersedes all prior negotiations, agreements and understandings, whether oral or written, concerning the subject matter hereof.

5. **Amendments.** This Assignment Agreement may not be amended or modified except pursuant to a written instrument signed by all of the Parties.

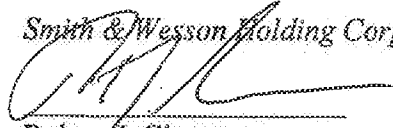
6. **Applicable Law.** This Assignment Agreement shall be deemed made under the internal laws of the State of Nevada without regard to choice of law rules and for all purposes shall be governed and construed in accordance with the laws of the State of Nevada in all respects, including, without limitation, matters of construction, validity and performance.

7. **Counterparts.** This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes. Faxes, electronic transmissions, photocopies or pdfs of executed documents shall be deemed originals.

8. Further Assurances. AOB DE agree to cooperate reasonably, to execute any and all supplementary documents, and to take all reasonable actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Assignment Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have duly executed this Assignment Agreement on the dates written below.

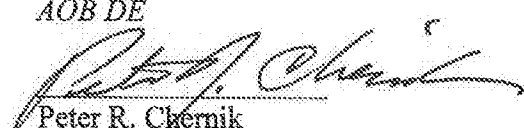
*Smith & Wesson Holding Corporation*

  
Robert J. Cicero

(W) 413-747-3443

Date: 1/5/17

*AOB DE*

  
Peter R. Chernik

Director

American Outdoor Brands Corp. (Delaware)

26 Fifteenth Avenue

San Francisco, CA 94118

Date: 1/5/2017