

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM492677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Whitetail Institute of North America, LLC		10/01/2018	Corporation; ALABAMA Limited Liability Company

**RECEIVING PARTY DATA**

<b>Name:</b>	WINA, LLC
<b>Street Address:</b>	5724 Highway 280 East
<b>City:</b>	Birmingham
<b>State/Country:</b>	ALABAMA
<b>Postal Code:</b>	35242
<b>Entity Type:</b>	Limited Liability Company; DELAWARE

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Serial Number:	87712991	30-06 THRIVE
Serial Number:	87429836	CONCEAL
Registration Number:	3626754	4-PLAY
Registration Number:	2505976	ALFA-RACK
Registration Number:	4732755	AMBUSH
Registration Number:	3077788	ARREST
Registration Number:	4132439	BOWSTAND
Registration Number:	3847866	"CHIC" MAGNET
Registration Number:	3071823	CHICORY PLUS
Registration Number:	2483435	CUTTING EDGE
Registration Number:	2441614	DEVOUR
Registration Number:	3522334	DOUBLE CROSS
Registration Number:	4779261	FOOD PLOT TV
Registration Number:	4952883	FUSION
Registration Number:	2712651	GOLDEN JUMPSTART
Registration Number:	2290010	IMPACT
Registration Number:	2363722	IMPERIAL WHITETAIL
Registration Number:	1693959	IMPERIAL WHITETAIL 30-06
Registration Number:	2845618	IMPERIAL WHITETAIL EXTREME

OP \$1115.00 87712991

Property Type	Number	Word Mark
Registration Number:	1938382	IMPERIAL WHITETAIL MAGNET MIX
Registration Number:	5463088	IMPERIAL WHITETAIL OATS PLUS
Registration Number:	2507768	SUSTAIN
Registration Number:	3884311	TALL TINE TUBERS
Registration Number:	4705566	TURKEY SELECT
Registration Number:	5510052	VISION
Registration Number:	2407261	WHITETAIL CLOVER
Registration Number:	2662293	WHITETAIL INSTITUTE
Registration Number:	2511844	WHITETAIL INSTITUTE OF NORTH AMERICA
Registration Number:	4892421	
Registration Number:	3695944	IMPERIAL WHITETAIL RESULTS
Registration Number:	2424121	INITIATE
Registration Number:	3196878	INSIGHT
Registration Number:	3143584	KRAZE
Registration Number:	2569765	NO-PLOW
Registration Number:	3759151	OBSESSION
Registration Number:	2493325	OPTIMIZE
Registration Number:	2811542	POWER PLANT
Registration Number:	2684500	PURE ATTRACTION
Registration Number:	4064751	RAINBOND
Registration Number:	3847865	RESEARCH = RESULTS
Registration Number:	2803393	SECRET SPOT
Registration Number:	3074732	SLAY
Registration Number:	3196533	WHITETAIL NEWS
Registration Number:	4574224	WINTER GREENS

**CORRESPONDENCE DATA**

Fax Number: 2059814046  
*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.*  
Phone: 205-408-4895  
Email: wdimon@ebSCO.com  
Correspondent Name: Wanda Dimon  
Address Line 1: 5724 Highway 280 East  
Address Line 2: Legal Services  
Address Line 4: Birmingham, ALABAMA 35242

NAME OF SUBMITTER:	Tyler Novak
SIGNATURE:	/tn/
DATE SIGNED:	10/04/2018

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of October 1, 2018, is made by Whitetail Institute of North America, LLC, an Alabama limited liability company ("Seller"), in favor of WINA, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller and its owners, on the other, dated as of the date hereof (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (except Seller's royalty entitlement from Cargill Corp. as described in Section 1.02(b) of the Purchase Agreement); and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

WHITETAIL INSTITUTE OF NORTH AMERICA, LLC

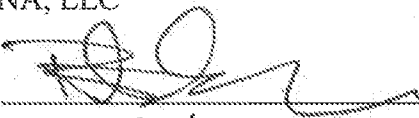
By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

WINA, LLC

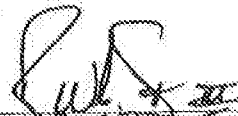
By:  \_\_\_\_\_

Name: Bart Stephens

Title: VP

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

WHITETAIL INSTITUTE OF NORTH AMERICA, LLC

By:   
Name: R. Wilson Smith, III  
Title: Member

AGREED TO AND ACCEPTED:

WINA, LLC

By \_\_\_\_\_

Name:

Title:

**SCHEDULE 1****ASSIGNED TRADEMARKS****Trademark Applications:**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Cl.</b>
30-06 THRIVE	87/712,991	12/08/2017	5
CONCEAL	87/429,836	04/28/2017	31


**Trademark Registrations:**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Cl.</b>	<b>Docket No.</b>
4-PLAY	3,626,754	05/26/2009	28	70369-65
ALFA-RACK	2,505,976	11/13/2001	31	70369-27
AMBUSH	4,732,755	05/05/2015	31	70369-84
ARREST	3,077,788	04/04/2006	5	70369-53
BOWSTAND	4,132,439	04/24/2012	31	70369-72
CHIC MAGNET	3,847,866	09/14/2010	31	70369-73
CHICORY PLUS	3,071,823	03/21/2006	31	70369-48



<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Cl.</b>	<b>Docket No.</b>
CUTTING EDGE	2,483,435	08/28/2001	5	70369-22
DEVOUR	2,441,614	04/03/2001	5	70369-19
DOUBLE CROSS	3,522,334	10/21/2008	31	70369-64
FOOD PLOT TV	4,779,261	07/21/2015	41	70369-87
FUSION	4,952,883	05/03/2016	31	70369-88
GOLDEN JUMPSTART	2,712,651	05/06/2003	31	70369-33
IMPACT	2,290,010	11/02/1999	28	70369-13
IMPERIAL WHITETAIL	2,363,722	07/04/2000	31	70369-9
IMPERIAL WHITETAIL 30-06	1,693,959	06/16/1992	5	70369-2
IMPERIAL WHITETAIL EXTREME	2,845,618	05/25/2004	31	70369-38
IMPERIAL WHITETAIL MAGNET MIX	1,938,382	11/28/1995	5	70369-8
IMPERIAL WHITETAIL OATS PLUS	5,463,088	05/08/2018	31	70369-95

Mark	Reg. No.	Reg. Date	Cl.	Docket No.
IMPERIAL WHITETAIL RESULTS	3,695,944	10/13/2009	31	70369-66
INITIATE	2,424,121	01/23/2001	5	70369-18
INSIGHT	3,196,878	01/09/2007	31	70369-59
KRAZE	3,143,584	09/12/2006	5	70369-57
NO-PLOW	2,569,765	05/14/2002	31	70369-32
OBSESSION	3,759,151	03/09/2010	28	70369-67
OPTIMIZE	2,493,325	09/25/2001	5	70369-20
POWER PLANT	2,811,542	02/03/2004	31	70369-44
PURE ATTRACTION	2,684,500	02/04/2003	31	70369-31
RAINBOND	4,064,751	11/29/2011	1	70369-78
RESEARCH=RESULTS	3,847,865	09/14/2010	31 35	70369-70
SECRET SPOT	2,803,393	01/06/2004	31	70369-42
SLAY	3,074,732	03/28/2006	5	70369-54

Mark	Reg. No.	Reg. Date	Cl.	Docket No.
SUSTAIN	2,507,768	11/13/2001	5	70369-21
TALL TINE TUBERS	3,884,311	11/30/2010	31	70369-71
TURKEY SELECT	4,705,566	03/17/2015	31	70369-86
VISION	5,510,052	07/03/2018	31	70369-98
WHITETAIL CLOVER	2,407,261	11/21/2000	31	70369-16
WHITETAIL INSTITUTE	2,662,293	12/17/2002	31	70369-37
WHITETAIL INSTITUTE OF NORTH AMERICA	2,511,844	11/27/2001	5  31  35	70369-28
	4,892,421	01/26/2016	5  31	70369-90

Mark	Reg. No.	Reg. Date	Cl.	Docket No.
			35	
			41	
WHITETAIL NEWS	3,196,533	01/09/2007	16	70369-58
WINTER GREENS	4,574,224	07/29/2014	31	70369-83