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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM631560

SUBMISSION TYPE: NE	EW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Obsession Bows, LLC		06/29/2020	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Martin Outdoors, LLC		
Street Address:	3301 E. Issacs Avenue, Suite B		
City:	Walla Walla		
State/Country:	WASHINGTON		
Postal Code:	99362		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5281937	HEMORRHAGE
Registration Number:	4826511	ОВ
Registration Number:	4737323	FUEL THE OBSESSION

CORRESPONDENCE DATA

Fax Number:

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: 4794206805 Email: eric@pf-legal.com **Correspondent Name:** Eric B. Fugett

Address Line 1: 1831 12th Ave. South, Suite 454 Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	506.00015
NAME OF SUBMITTER:	Eric B. Fugett
SIGNATURE:	/Eric B. Fugett/
DATE SIGNED:	03/12/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated June 29, 2020, is made and entered into by and between Obsession Bows, LLC, a Delaware limited liability company ("Obsession"), Arcus Hunting, LLC, a Delaware limited liability corporation ("Arcus" and collectively with Obsession (but for the sake clarity, in each case still on a several, and not joint, basis) "Assignors"), and Martin Outdoors, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Assignors and Buyer have entered into that Asset Purchase Agreement on or about that date set forth above (the "Purchase Agreement");

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

NOW THEREFORE, Buyer and Assignors agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors respectively, solely with respect to the Assigned Trademarks (as defined below) respectively owned by Obsession and Arcus, hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all rights, title and interests in and to the following:
 - (a) the trademark registrations set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Assignors respectively 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; 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. <u>Recordation and Further Actions</u>. Assignors hereby authorize the United States Patent and Trademark Office and corresponding entities or agencies in any applicable

jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Assignors shall, without charge or fee, but at Buyer's expense, take such reasonable steps and actions, and provide such reasonable 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 Trademarks to Buyer, or any assignee or successor thereto.

- 3. Terms of the Purchase Agreement. Buyer and Assignors acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Buyer with respect to the Assigned Trademarks. 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. <u>Counterparts</u>. This Trademark Assignment may be executed (signed) in counterpart and by original or electronic signature. An electronic or paper copy of this Trademark Assignment or any signature shall be as enforceable as an original and may be delivered electronically or by any other means. Each counterpart of this Trademark Assignment shall constitute one and the same document.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of law principles. The parties agree to exclusively use the United States District Court for the District of Delaware to resolve any disputes or proceedings arising out of or relating to this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNORS AND BUYER HAVE DULY EXECUTED AND DELIVERED THIS TRADEMARK ASSIGNMENT AS OF THE DATE FIRST WRITTEN ABOVE.

ASSIGNORS:

OBSESSION BOWS, LLC

By: <u>Michelle S. Riley</u> Name: Michelle S. Riley

Title: Secretary

By: Ronald Fishman

Name: Ronald Fishman Title: Treasurer

ARCUS HUNTING, LLC

By: <u>Michelle S.</u> Name: Michelle S. Riley

Title: Secretary

By: Ronald Fishman

Name: Ronald Fishman

Title: Treasurer

BUYER:

MARTIN OUTDOORS, LLC

Name: Mark Edwards

Title: President

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SCHEDULE 1

Assigned Trademarks

Docket Number	Trademark	App. No.	Filing Date	Registratio n No	Registration Date	Status	Owner Name
49030-US	HEMORRHAGE	86/846698	11-Dec- 2015	<u>5281937</u>	05-Sep-2017	Registered	Obsession Bows, LLC
49031-US	ОВ	86/538658	18-Feb- 2015	4826511	06-Oct-2015	Registered	Obsession Bows, LLC
49230-US	FUEL THE OBSESSION	85/779072	14-Nov- 2012	4737323	19-May-2015	Registered	Obsession Bows, LLC
49104-US	HURACON	87/246940	23-Nov- 2016	5218570	06-Jun-2017	Registered	Arcus Hunting, LLC
49106-US	HUNTRESS	87/247064	23-Nov- 2016	5313964	17-Oct-2017	Registered	Arcus Hunting, LLC
49023-US	TURMOIL	87/214627	25-Oct- 2016	5292796	19-Sep-2017	Registered	Arcus Hunting, LLC

RECORDED: 03/13/2021