OP \$40.00 88818582

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM692345

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EZ HUNTER, LLC		10/29/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	TWI, Inc.
Street Address:	6300 Old Troy Pike
City:	Urbana
State/Country:	OHIO
Postal Code:	43078
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88818582	SITDRAG

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: 614-459-8000

Email: bryce@miracle-law.com

Correspondent Name: Bryce D. Miracle **Address Line 1:** 1086 N. Fourth St.

Address Line 2: 109

Address Line 4: Columbus, OHIO 43201

NAME OF SUBMITTER:	Bryce D. Miracle	
SIGNATURE:	/Bryce D. Miracle/	
DATE SIGNED:	12/03/2021	

Total Attachments: 4

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> TRADEMARK REEL: 007516 FRAME: 0988

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"),
dated as of October, 2021, is made by EZ HUNTER, LLC ("Seller"), a
Pennsylvania limited liability company, located at 308 Ann Street Middletown, Dauphin, PA
17056 in favor of TWI, Inc. ("Buyer"), an Ohio corporation, located at 6360 Old Troy Pike,
Urbana, OH 43078, the purchaser of certain assets of Seller pursuant to an Asset Purchase
Agreement between Buyer and Seller, dated as of October, 2021 (the "Asset
Purchase Agreement").

WHEREAS, under the terms of the Asset 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 Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. 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 Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
 - (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; 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 and the officials of 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 request, 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

TRADEMARK REEL: 007516 FRAME: 0989 affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset 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 Trademarks. 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. <u>Counterparts</u>. This Trademark 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 Trademark 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 Trademark Assignment.
- 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 and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

The

TRADEMARK REEL: 007516 FRAME: 0990 IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

a Pennsylvania limited liability company	
Ву:	Date: 18-29-21
Name: George Cvijic	
Title: Managing Member	
Ву:	Date:
Name: Ronald Kreiser	
Title: Managing Member	
BUYER: TWI, Inc.	
an Ohio corporation	
By: Dall Le	Date: 12-2-2
Name: <u>Todd Walters</u>	
Title: Manager	

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RECORDED: 12/03/2021