

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Apple Archery Products, LLC		12/15/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Field Logic, Inc.		
<b>Street Address:</b>	101 Main Street		
<b>City:</b>	Superior		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54880		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3584290	APPLE	
<b>Registration Number:</b>	3581298	SINCE 1992 APPLE ARCHERY	
<b>Registration Number:</b>	3577164	APPLE ARCHERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015786999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(801) 328-3111		
<b>Email:</b>	tm-slc@stoel.com		
<b>Correspondent Name:</b>	Joshua G. Gigger		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	49398-1700		
<b>NAME OF SUBMITTER:</b>	Joshua G. Gigger		

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Signature:	/Joshua G. Gigger/
Date:	07/19/2013
Total Attachments: 5 source=Apple Archery Assignment-1#page1.tif source=Apple Archery Assignment-1#page2.tif source=Apple Archery Assignment-1#page3.tif source=Apple Archery Assignment-1#page4.tif source=Apple Archery Assignment-1#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made this 15<sup>th</sup> day of December, 2011 ("Effective Date") by and between APPLE ARCHERY PRODUCTS, LLC, a Pennsylvania limited liability company, ("Apple") and FIELD LOGIC, INC., a Minnesota corporation, ("Field Logic").

WITNESSETH:

WHEREAS, Apple and Field Logic have entered into a certain Asset Purchase Agreement, dated as of November 1, 2011, ("Purchase Agreement") pursuant to which Apple has agreed to assign and convey to Field Logic all of its Intellectual Property.

NOW, THEREFORE, in consideration of entering into the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the same meanings assigned to them in the Purchase Agreement.

2. Intellectual Property. "Intellectual Property" means (i) all classes or types of patents, design patents, utility patents, including, without limitation, originals, divisions, continuations, continuations-in-part, extensions, reexaminations, or reissues, patent applications, inventions, ideas, and invention disclosures for these classes or types of patent rights (whether or not patentable and whether or not reduced to practice) in all countries of the world; (ii) all original works of authorship fixed in any tangible medium of expression under the copyright laws of the United States including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordings, regardless of the medium of fixation or means of expression (collectively "Copyrights"); (iii) service marks, trademarks, trade names, trade dress, brands, product and service names, logos, other identifications used or intended for use in commerce, and other indications of source, endorsement, or sponsorship, whether in connection with products or services, together with all goodwill of the business related to any of the foregoing, including without limitation the Trademarks listed on Schedule D (collectively "Trademarks"); (iv) all factual knowledge and information that gives to one the ability to produce or market something, including without limitation the Products listed on Schedule A of the Purchase Agreement, that one otherwise would not have known how to produce or market with the same accuracy or precision (collectively "Know-How"); (v) any information that generally facilitates the production or manufacturing, and is not generally known, whether or not protectable by patent or copyright, arising under the laws of the United States or any other state, country or jurisdiction (collectively "Trade Secrets"); and (vi) domain names, uniform resource locators (URLs), whether common law, statutory or otherwise, domestic and foreign, and all registrations, registration applications, rights related to the foregoing, including without limitation the Domain Names listed on Schedule D ("Domain Names").

3. Assignment. Apple hereby sells, assigns, conveys, and transfers to Field Logic, its successors, and assigns, the entire right, title, and interest in and to, all Intellectual Property owned or controlled by Apple, as fully and entirely as the same would have been held and enjoyed by Apple if this Assignment had not been made, including without limitation, (i) the goodwill of the business symbolized by the Trademarks; (ii) the right to sue for, and recover in Field Logic's own name and that of its successors, assigns and other legal representatives, all remedies of every nature, including rights to injunctive relief, damages, profits, costs and attorneys' fees, for its own use and benefit, for past, present and future infringements of, or damage to, the Intellectual Property; (iii) to fully and entirely stand in the place of Apple in all matters related to the Intellectual Property; (iv) the sole and exclusive right to commercialize the Intellectual Property; and (v) all other rights incident to ownership of the Intellectual Property.

4. Representations and Warranties of Apple to Field Logic. Apple represents and warrants to Field Logic that:

A. Title. Apple owns all legally enforceable right, title and interest to the Intellectual Property free and clear of all liens, claims, encumbrances and other restrictions without an obligation to pay any royalties, license fees or other amounts to any other person or entity. Apple has not received and Apple does not have any knowledge of any notice, claim or allegation from any person or entity questioning the right of Apple to possess, transfer, convey or otherwise dispose of the Intellectual Property except as set forth on Schedule D.

B. Third-Party Infringement. There is no unauthorized use, disclosure, infringement, dilution, misappropriation, or other violation by any third party (including any employee or former employee of Apple) of any Intellectual Property and there are no such claims that Apple may have the right (or a reasonable basis) to make or assert.

C. Infringement. Except as provided in Schedule D, Apple has not received any communications from any third party containing any express or implied allegation that Apple is or may be infringing, diluting, misappropriating, or otherwise violating any of such third party's intellectual property, and Apple is not currently evaluating any intellectual property of any third party to determine whether a license thereof is necessary or desirable or whether such intellectual property may otherwise have a material effect on the Intellectual Property.

E. Freedom to Operate. After execution of this Assignment, Field Logic will have all rights necessary to commercialize the Intellectual Property and such rights will not be adversely affected as a result of or in connection with the execution and delivery of this Assignment or the consummation of any of the transactions contemplated hereby. Field Logic's use of the Intellectual Property in its business will not constitute a breach of any agreement, obligation, promise or commitment by which Apple may be bound.

F. Know-How and Trade Secrets. Apple has taken all actions that a reasonably prudent person in Apple's business would take to maintain the Know-How and Trade Secrets as confidential and proprietary, and to protect against the loss, theft or

unauthorized use of such Know-How and Trade Secrets. The Know-How and Trade Secrets are not in the public domain and have not been divulged or appropriated to the detriment of Apple.

G. Licenses. Apple has not (i) granted any licenses or other rights, and Apple has no obligation to grant any licenses or other rights, with respect to any Intellectual Property or (ii) entered into any covenant not to compete or any contract limiting or purporting to limit the ability of Field Logic to exploit fully any Intellectual Property or to transact business in any market or geographical area or with any person.

H. Validity. There is no interference, opposition, cancellation, reexamination or other contest, proceeding, action, suit, hearing, investigation, charge, complaint, demand, notice, claim, or dispute involving the Intellectual Property pending or, to the knowledge of Apple, threatened against Apple except as set forth in Schedule D.

I. No Challenges. Neither Apple nor The Flinchbaugh Company, Inc. shall not take any action that impairs, contests or tends to impair or contest the validity or enforceability of, or Field Logic's right, title and interest in, to, and under, the Intellectual Property or any goodwill associated therewith. Apple and The Flinchbaugh Company are hereby estopped from asserting for any reason any claim against the validity or enforceability of the Intellectual Property.

J. Appointment. Apple hereby irrevocably constitutes and appoints Field Logic, its successors and assigns, the true and lawful attorney of Apple with full power of substitution and gives and grants unto Field Logic, its successors and assigns, and each of them, full power and authority in the name of and on behalf of Apple, its successors and assigns, at any time, and from time to time, to demand, sue for, recover, receive, compound, acquit, release, discharge, pay or remit any and all rights, demands, monies, claims, choice in action, liabilities or obligations of every kind and description whatsoever arising out of, incident to, or in connection with the Intellectual Property and upon the same or any part thereof to make acquittance or other proper discharge with respect thereto. The power of attorney granted under this paragraph is coupled with an interest and is irrevocable and will survive the liquidation, dissolution and/or bankruptcy of Apple.

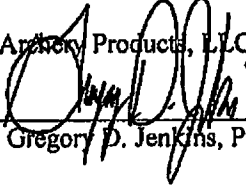
5. Assurances. Apple hereby agrees, at Field Logic's sole cost and expense, to execute and deliver to Field Logic, without further consideration, such documents, instruments, and assignments as Field Logic may reasonably request, and to provide such documentation and take such actions and do such things as may be reasonably requested by Field Logic to give full effect to this Assignment and to evidence, establish, maintain, or protect Field Logic's right, title and interest in and to the Intellectual Property. Continued validity and enforceability of the Intellectual property is or may be governed by federal law and may require filings with various federal agencies. Such filings shall be the sole responsibility of Field Logic, and Apple shall

have no responsibility for or liability due to any failure of Field Logic to make any appropriate filings.

6. **Binding Effect.** The terms and provisions of this Assignment are binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This Assignment may not be discharged, extended, amended or modified in any way except by a written instrument signed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their authorized representatives as of the date written above.

Apple Arcteryx Products, LLC (Apple)

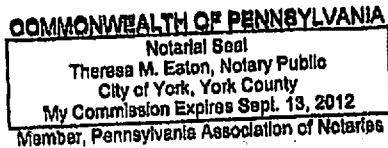
By:   
Gregory D. Jenkins, President

STATE OF PENNSYLVANIA )

COUNTY OF YORK )

On this 15<sup>th</sup> day of December, 2011, personally appeared Gregory D. Jenkins, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same of his free act and deed.

  
Notary Public



**Schedule D**

**Intellectual Property**

**Trademarks - U.S. Trademark Registrations**

<b>Serial Number</b>	<b>Reg. No</b>	<b>Mark</b>
77341831	3584290	APPLE
77280956	3581298	SINCE 1992 APPLE ARCHERY
77237123	3577164	APPLE ARCHERY

**Trademarks - Common Law Trademarks**

1. Apple Pro
2. Apple Super Pro
3. Edge
4. Eliminator
5. Extreme
6. Evolution
7. Pro-Line
8. The Buck Starts Here
9. The color yellow for bow maintenance equipment

**Domain Names**

www.applearchery.com