TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383198

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Outdoor Direct Corporation	FORMERLY The Brinkmann Corporation	05/04/2016	Corporation: TEXAS
Q-Beam Corporation		05/04/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Viatek Consumer Products Group, Inc.
Street Address:	6011 Century Oak Drive
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37416
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2600421	Q-BEAM SPOT/FLOOD
Registration Number:	1049479	Q-BEAM
Registration Number:	4030886	ARMORMAX
Registration Number:	4695621	BIG MAX
Registration Number:	1240165	BLACK MAX
Registration Number:	1171099	BLUE MAX
Registration Number:	1147585	FISH ATTRACTOR
Registration Number:	2036280	GLOW GRIP
Registration Number:	3420378	GO-LED
Registration Number:	2131523	LEGEND
Registration Number:	3745644	LITE STICK
Registration Number:	1567003	MAGNUM MAX
Registration Number:	1919542	MAXFIRE
Registration Number:	4375324	MAXFIRE
Registration Number:	1565777	MAXSTAR
Registration Number:	1474878	MICRO-MAX
Registration Number:	2376021	NEXSTAR
Registration Number:	1911251	PRO GRIP
·		TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	1658148	PRO-MAX
Registration Number:	2689337	REBEL
Registration Number:	2361642	SUPER SPOT
Registration Number:	1720085	TRI-MAX
Registration Number:	1567004	TROUBLE SHOOTER
Registration Number:	4030887	TUFFMAX
Serial Number:	76548626	MAGNUM MAXFIRE

CORRESPONDENCE DATA

Fax Number: 4237566518

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: 423/756-8400

Email: mbrownfield@gkhpc.com
Correspondent Name: Mathew D. Brownfield
Address Line 1: 633 Chestnut Street

Address Line 2: 9th Floor

Address Line 4: Chattanooga, TENNESSEE 37450-0900

NAME OF SUBMITTER:	Mathew D. Brownfield
SIGNATURE:	/Mathew D. Brownfield/
DATE SIGNED:	05/05/2016

Total Attachments: 10

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BILL OF SALE AND ASSIGNMENT (IP Property)

Reference is hereby made to that certain Asset Purchase Agreement dated as of February 29, 2016, by and between Outdoor Direct Corporation, a Texas corporation and Chapter 11 debtor in possession formerly known as The Brinkmann Corporation, and Q-Beam Corporation, a Texas corporation and Chapter 11 debtor in possession, as Sellers, and Viatek Consumer Products Group, Inc., a Florida corporation, as Buyer (the "Purchase Agreement"). Except for terms specifically defined in this Bill of Sale and Assignment (this "Bill of Sale"), all capitalized terms used herein shall have the same meanings as such terms have when utilized in the Purchase Agreement.

Pursuant to the Purchase Agreement, this Bill of Sale is entered into as of this 4th day of May, 2016 by the undersigned Assignors ("Assignors") in favor of Buyer under the Purchase Agreement ("Assignee") concurrently with the Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. Subject to Section 2 hereof, Assignors hereby agree to assign and transfer to 1. Assigned, and does hereby transfer and assign, all right, title, and interest of Assignors in and to the items identified in Schedule 1.1 of the Porchase Agreement (the "Flashlight Materials") and any and all Intellectual Property Rights used in the design, manufacture, distribution, marketing or sale of the Flashlight Materials, including any and all renewals and extensions of such intellectual property rights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country and also including the right to enforce, bring suit, and otherwise collect all damages related to infringement of the Flashlight Materials by any third party. For purposes of this Bill of Sale, "Intellectual Property Rights" means all rights in intellectual property (other than any Excluded Assets) owned by Assignors in any jurisdiction, including without limitation rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks, product packaging and advertising materials, and databases and rights granted under the Copyright Act ("Copyrights"); rights in, arising out of, or associated with inventions (whether patentable or not), including without limitation rights granted under the Patent Act ("Patent Rights"); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act and all common law trademark rights ("Trademark Rights") and all attendant goodwill associated with said Trademark Rights; rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act, know-how, all information required to manufacture the products associated with the Flashlight Materials, customer lists, vendors, suppliers, etc. ("Trade Secret Rights"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("Personality Rights"); rights of attribution and integrity and other moral rights of an author ("Moral Rights"); and rights in, arising out of, or associated with domain names ("Domain Name Rights") whether arising under the laws of the United States or any other country.
- 2. Excluded Assets. For avoidance of doubt, notwithstanding any other provision of this Bill of Sale or Schedule 1.1 to the contrary, neither the "Flashlight Materials" nor the "Intellectual Property Rights" include any Excluded Assets or any right, title or interest of any of the Assignors therein or thereto, and nothing set forth in this Bill of Sale shall be construed to effect

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or require the assignment, sale, transfer or conveyance of any Excluded Assets or any such right, title or interest.

- Consideration. In exchange for assignments made by Assignor herein, Assignee shall pay Assignor an amount equal to Four Hundred Thousand Dollars (\$400,000) in cash in accordance with the terms of the Purchase Agreement.
- 4. Cooperation Following the Execution. Assignors covenant and agree to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer the IP Property; provided, however, that nothing herein shall be deemed to require Assignors to execute or deliver any such further document or instrument or take any such action to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon Assignors by the Purchase Agreement, except in the event of additional monetary obligations, if Buyer advances the amount thereof to Assignors.
- Power of Attorney. If at any time after the Closing Date the signature(s) of Assignors shall be 3. required in connection with the filing of any application, registration, or other document reasonably necessary to further the prosecution of any letters patent, copyright, or trademark assignments or applications for registrations pertaining to the Flashlight Materials and the Intellectual Property, and Assignee has not received such signature(s) within fifteen (15) days of making written request therefor in accordance with the Purchase Agreement, and regardless of whether such signature(s) has/have not been received by reason of Assignors' inability or unwillingness to provide the same or otherwise, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to execute and file on its behalf and stead any and all such applications, registrations, or other such documents with the same legal force and effect as if executed by Assignor; provided, however, that Assignee shall not be authorized under this Section 6 to execute any such application, registration, or other such document or take any other action to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon Assignors by the Purchase Agreement, and Assignee shall indemnify and hold harmless Assignors from and against any costs, losses or liabilities arising out of any action taken by Assignee on behalf of Assignors in reliance upon this Section 5.
- 6. Other Matters. This Bill of Sale and the provisions hereof are subject to the terms and conditions set forth in the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7 of the Purchase Agreement and the survival provisions set forth in Section 12.12 of the Purchase Agreement) and the IP Property Sale Order. Assignors and Buyer hereby acknowledge and agree that the provisions of this Bill of Sale shall not modify or extend the force and effect or survival of the terms and provisions of the Purchase Agreement and the IP Property Sale Order. In the event of a conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Purchase Agreement and the IP Property Sale Order, the terms and provisions of the Purchase Agreement and the IP Property Sale Order shall prevail, govern and control in all respects without limitation.

IN WITNESS WHEREOF, Assignors have executed this Bill of Sale and Assignment as of the day and year set forth above.

ASSIGNORS:

Outdoor Direct Corporation,

a Texas corporation,

Debtor and Debtor in Possession

Name: David M. Baker

lts:

Chief Restructuring Officer

Q-Beam Corporation, a Texas corporation,

Debtor and Debtor in Possession

Name: David M. Baker

Its:

Chief Restructuring Officer

Signature Page to Bill of Sale and Assignment - IP Property

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SCHEDULE 1.1

IP PROPERTY

[SEE ATTACHED LIST]

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THE BRINKMANN CORPORATION U.S. UTILITY PATENTS - HAND-HELD LIGHTING

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THE BRINKMANN CORPORATION U.S. DESIGN PATENTS - HANDHELD LIGHTING

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THE BRINKMANN CORPORATION FOREIGN PATENTS - HAND-HELD LIGHTING

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SFOTLLOHT	CO Section and Algor Vision (39, 100s)	THO DOGS	Design	Office	Zt 201030234302.8	11/2/9/9/3
SPOTI SAT	Peterm J. E.O. Spottiphowth Might Vision (33 LEDs)		Design	***************************************	Pec No 1001313.6	02/01/20
SFOT SHT	ED Spotlant with Audit Vision (33 Lt.De)		Design		Ap 7001313.6	
			Design	XXX	\$25000000000000000000000000000000000000	
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	DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP. NUMBER	PATENT NUMBER
PATENT NAME CWNER FILING DATE APP. NUMBER	200000000000000000000000000000000000000	FLASHLIGHT-LED.	O83.	08/25/03	10,608118	6,930,630
PATENT NAME COWNER FILING DATE APP. NUMBER FLASHLIGHT LE D. 10x505118			C8.	0802408	11198409	7.62.905

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Concess cons Parada	} ::	283	080503	10,605118	6,000 640 1080 3
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THE BRINKMANN CORPORATION U.S. DESIGN PATENTS - HANDHELD LIGHTING

DESCRIPTION	PATENT NAME	OWNER	FILING DATE	APP, MUMBER	PATENT ISSUE NUMBER DATE
XEX.8 (A.P. 3.A.A. 2.4.A. 2.0. Segnicins	SLASHILOHT	287	3 88/92/30	230,989,979	0414,887 (10,05/99)
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5678.00.00.00.00.00.00.00.00.00.00.00.00.00		TBC	\$ 0.67.207.80	23083.878	PD412,404 } 08/31/99
	227000	081	5 06/23/90	29/168/907	\$ 0.436,2003,61,00001
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Rosel SAR Select Care with March Selection (85)	E	130	109.21.01	29/147,128	\$ Owes 695 \ 09/24/03
Special X Stashing (8 Blue Point Christia Spar Chris	38888	000	\$ 08/21/01	29/126,896	10463,594 09.7402
Rappido A. E.D. Wiladerso Arabel J. Borkenon	SOASHUSHIS LEIDA	280	\$37Z/80 }	29/138,750	\$ 0495.077 03/24/04
Marking Disal Xenon Recharasable Spouldof.	\$20,000	190	342964	28/98/98	\$ 0.500 155 12.000
200000000000000000000000000000000000000	PORTABLE LANTERM	TBC	AC#2703	26/20/2 (8)	\$0,95%0 900,8090 }
	630.683	380	05/29/06	28/262,465	0.087.984 047.8003
35.52.000000		TBC	62/27/08	29/301/377	0677488 (08230)8
		081	3082390	23,252,458	
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Society	SOLAR POWERED SPOILISHT	780	06/21/67	29/288,657	Doct 419 [04/2008]
	in manuser of the second of th	180	55250	29/288 023	1.0580.066.110.0803.1

THE BRINKMANN CORPORATION FOREIGN PATENTS - HAND-MELD LIGHTING

DESCRIPTION	PATENT NAME		PATENT TYPE	COUNTRY	PATENT NUMBER	0 0 0 0 0 0 0 0 0 0 0 0
			Design	France	080 080	58/m2/C+
	CEONE SE		Ossign	France	6415130-042-98-7478	05/23/88
	1881888	***	Operation	Sterco:	10142 9900021	000000
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	50.880.000		28883	Carrada	4.00 4.00 5.00 5.00 5.00 5.00 5.00 5.00	50/49/00
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	FLASHUGHT - LEO		6330	G. Hi	PN 1307685	087.60
	MASHLIGHT LED		73007	90000 10000	0892001333	08/18/07
0,0000	FLASHUGHT LED		138161	Const Sites	PN 1307685	1870
	MASHLOMT LED		2,5552	(Germany	6012986778	2000
200000000000000000000000000000000000000	FLASH 10HT - LED.	****	52823	Hong home	1052232 Ap. 33103289 9	10111108
			6,3289) edeb	Ap 2000-519832	020X34
	HASHLIGHT LED		25000	Mexico	525 567 250728	\$ 100,308
	FLASHLIGHT LEED		73(8)75	Sterdood	2656959	5 0.47.47.09
	FLASHLIGHT - L.E.O.			Switzerland	PN 307555	
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	FLASHEGHT C.E.D.		Çesién	Canada	92960 ADD 3001-0069	
	G 33 T 12 X 23 X 35 X 34	****	(Testing)	France	628307 App 01 (233	000000
	Cu - Cao asseria		Casian	Germany		: : :
	FLASHIGHT ALEG		Design	Hong Kong	5 65 65 65	(8,000)
	2,48H,85H1-1,8.0		Design	Mexico	16004 - 118803	05/27/03
	E.ASMERGM3-C.E.D.		Cesign	United hingdord	12.000000000000000000000000000000000000	07070
	E 0.3.7 (F.0.1)		Oesian	200.000 X	3410-00 App 732020-002	6 08/23/02
	ELASHLIGHT LEO ::		ಂತ್ರಾಂಡ	Sanada S	98686 455,3002-0433	00/11/00
***************************************	SASHUSHI-LEO II		Design	**************************************	7: 2304406.3	80/00/10
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	FLASHLIGHT - LE.D. II	FLASHLIGHT-LED.	FLASHEIGHT - LED II	FLASHLIGHT - LED #	FLASHJOHT - Utblum	FLASH JOHT - Linuan	FLASHEJGHA - Litherm	FLASHLOMT - Limon	FLASHLOHT - Umum	FLASHLIGHT - Litham		FLASHLISHT LINGE	FLASHLIGHT - CHILT

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THE BRINKMANN CORPORATION U.S. DESIGN PATENTS - SOLAR LIGHTING

DESCRIPTION	PATENT NAME	OWNER FILING DATE	APP NUMBER PATENT 1531	m m
203.000	SOLAR-POWERED FLASHUGHT	TBC (66/2007)	080888888	e/ /2
	\$61XX.B0X.BXE0.8301.6X	180 (05/21/07	29/266,857	900
	SOLARSPOTIENT	708770	29/286/929	90/9
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THE BRINKMANN CORPORATION FOREIGN PATENTS - SOLAR LIGHTING

SER ISSUE		52.X 12/24/08	002577 (102168)
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PATENTNAN	31.4R SP(37.16)	\$0.00 S 8.00	MAK SPOTUG
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