

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538096

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900509496

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBERT N. ORSMOND		08/02/2019	INDIVIDUAL: SOUTH AFRICA

## RECEIVING PARTY DATA

<b>Name:</b>	CNS OUTDOOR TECHNOLOGIES, LLC
<b>Doing Business As:</b>	DBA THOMAS & THOMAS
<b>Street Address:</b>	627 Barton Road
<b>City:</b>	Greenfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01301
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
<b>Serial Number:</b>	88481717	SEXTANT
<b>Serial Number:</b>	88481644	CONTACT
<b>Serial Number:</b>	87835041	INDIVIDUALIST
<b>Serial Number:</b>	88403504	PARADIGM
<b>Registration Number:</b>	5783317	VAGABOND
<b>Registration Number:</b>	5772753	VECTOR
<b>Registration Number:</b>	5771232	ZONE
<b>Registration Number:</b>	5766894	HENDRICKSON
<b>Serial Number:</b>	87841051	ELEMENT
<b>Registration Number:</b>	5707762	THOMAS & THOMAS
<b>Registration Number:</b>	5672997	THOMAS & THOMAS
<b>Serial Number:</b>	87836887	PRESENTATION DRY FLY
<b>Serial Number:</b>	87836853	STATE OF THE ART
<b>Serial Number:</b>	87836805	CAENIS
<b>Serial Number:</b>	87835337	HERITAGE
<b>Serial Number:</b>	87835086	SANS PAREIL
<b>Serial Number:</b>	87834090	MONTANA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87834050	TT
Serial Number:	87833256	AVATAR
Serial Number:	87833237	HELIX
Serial Number:	87836821	ILIASKA SPECIAL
Serial Number:	87833300	HORIZON
Registration Number:	5590078	LOTIC
Registration Number:	5590075	AVANTT
Registration Number:	5590074	EXOCETT

**CORRESPONDENCE DATA**

**Fax Number:** 2016031142

*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:** 201-739-5555

**Email:** SKALIKO@KALIKOLAW.COM

**Correspondent Name:** SCOTT H. KALIKO

**Address Line 1:** 633 WYCKOFF AVE.

**Address Line 4:** WYCKOFF, NEW JERSEY 07481

**NAME OF SUBMITTER:** Scott H. Kaliko

**SIGNATURE:** /Scott H Kaliko/

**DATE SIGNED:** 08/26/2019

**Total Attachments: 6**

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**EXCLUSIVE TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT IS MADE and entered into as of the date last executed below (the "effective date"), between **ALBERT N. ORSMOND**, OWNER, (hereinafter "Licensor") and CNS OUTDOOR TECHNOLOGIES, LLC (DBA THOMAS & THOMAS), a Massachusetts Limited Liability Corporation having offices located at 627 Barton Road, Greenfield, Massachusetts (hereinafter "Licensee").

WHEREAS Licensor owns certain trademarks relating to fly fishing rods within International Trademark Classification 28;

NOW THEREFORE, in consideration of the foregoing and the promises, undertakings, and conditions set forth herein, Licensor and Licensee agree as follows:

1. Definitions.

1.1 The Licensed Trademarks. The "Trademarks" or the "Licensed Trademarks" as used herein means any and all trademarks registered or applied for by Licensor as set forth in Exhibit "A".

2. Grant of License.

2.1 To Licensee. Upon and subject to the terms and conditions herein set forth, Licensor hereby grants to Licensee the exclusive worldwide right and license to make, use, sell, and offer for sale, or to otherwise enjoy, commercialize, and exploit, the Trademarks set forth in Exhibit "A" for Fly Fishing Rods for the goodwill of the business that is ongoing and existing pursuant to 15 U.S.C §1060(a).

3. Royalties.

3.1 No royalty payment shall be payable as a condition of the Grant of License made herein.

#### 4. Best Efforts.

4.1 Licensee to Use Best Efforts. Licensee agrees to use its best efforts to promote and sell the fly fishing rods to third parties using Licensed Trademarks

#### 5. Identification.

5.1 Licensee shall cause to appear prominently with all products bearing the Licensed Trademarks made by Licensee or presented by Licensee to users or to potential or prospective users of the Trademarks, or presented by Licensee to any portion of the public, and with or upon all promotional materials bearing the Licensed Trademarks, in whatever form, proper statutory notice indicating that the names are either registered trademarks using the ® symbol for registered Trademarks or ™ for unregistered Trademarks.

#### 6. Infringement.

6.1. Initiation. Licensee may, but is not obligated to, bring suit or suits through attorneys of Licensee's selection with respect to such infringement. Licensee shall have the right to sue for all past, present, and future damages. In the event Licensee fails to defend any declaratory judgment action brought against any patent or patents of the Licensed Patent Rights, Licensor may terminate the License as to the particular patent or patents involved in such declaratory judgment action.

6.2. Expenses and proceeds of litigation. Where a suit or suits have been brought by Licensee, Licensee shall maintain the litigation at its own expense and shall keep any judgments and awards arising from these suits expecting that portion of the judgments attributable to royalties from the infringer shall be divided equally between Licensor and Licensee after deducting any and all expenses of such suits; provided, however, Licensor shall not be entitled to receive

more under this provision than if the infringer had been licensed by Licensee.

6.3. Licensor's right to sue. If Licensee shall fail to commence suit on an infringement hereunder within four (4) weeks after the receipt of Licensor's request to do so. Licensor in protection of its reversionary rights shall have the right to bring and prosecute such suits at its cost and expense through attorneys of its selection, in its own name, and all sums received or recovered by Licensor in or by reason of such suits shall be retained by Licensor; provided, however, no more than one lawsuit at a time shall commence in any such country.

## 7. Term and Termination.

7.1 Except as otherwise provided herein, this Agreement shall remain in effect for so long as United States Trademarks are active and enforceable. Licensee's rights under this Agreement shall terminate automatically in the event Licensee becomes or declares itself to be bankrupt or insolvent, or in the event Licensee makes any assignment for the benefit of any creditor, or in the event Licensee's business in the Invention is placed in the hands of a receiver, assignee, or trustee without the express written consent of Licensor.

7.2 Notwithstanding the foregoing, Licensor may terminate this Agreement with 30 days notice terminate to Licensee for any reason whatsoever.

## 8. Complete Agreement.

8.1 This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing and signed by each of the parties hereto.

9. Severability.

9.1 The provisions of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such portion, shall continue in full force and effect as though such portion had not been contained herein.

10. Governing Law.

10.1 This Agreement shall be deemed to be made in the Commonwealth of Massachusetts and shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

11. Construction.

11.1 The language used in this Agreement shall be deemed to be the language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term, provision, or condition of this Agreement.

12. Waiver.

12.1 The waiver by either of the parties to this Agreement of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

13. Nature of Relationship.

13.1 Nothing herein shall be construed to place the parties hereto in a relationship of partners, joint venturers, or the like, and neither party shall have the power to obligate or bind the other in any manner

whatsoever.

14. Assignability.

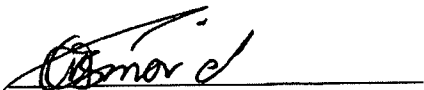
14.1 This Agreement and license shall be assignable by Licensor, and shall be binding upon and shall inure to the benefit of the legal representatives and assigns of Licensor. Licensee's rights under this Agreement are not transferable except upon the express written authorization of the Licensor.

15. Notice.

15.1 Any notice required pursuant to the terms of this Agreement shall be made in writing and either delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth on the first page hereof. A party may designate another address by giving notice of such address to the other. All notices shall be effective as of the date of personal delivery or mailing.

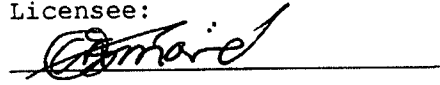
IN WITNESS WHEREOF, the parties hereby affix their signatures:

Licensor:


  
ALBERT N. ORSMOND, Trademark Owner

08/02/2019  
Date

Licensee:

  
ALBERT N. ORSMOND, CNS OUTDOOR  
TECHNOLOGIES, LLC (DBA THOMAS & THOMAS).

By:

  
ALBERT N. ORSMOND  
President/CEO

08/02/2019.  
Date

**EXHIBIT "A"**

Serial Number	Reg. Number	Word Mark	Trademark Name
1	88481717		SEXTANT
2	88481644		CONTACT
3	88403504		PARADIGM
4	87835041		INDIVIDUALIST
5	87954223	5783317	VAGABOND
6	87833276	5772753	VECTOR
7	87954177	5771232	ZONE
8	87835026	5766894	HENDRICKSON
9	87841051		ELEMENT
10	87833412	5707762	THOMAS & THOMAS
11	87833357	5672997	THOMAS & THOMAS
12	87836887		PRESENTATION DRY FLY
13	87836853		STATE OF THE ART
14	87836805		CAENIS
15	87835337		HERITAGE
16	87835086		SANS PAREIL
17	87834090		MONTANA
18	87834050		TI
19	87833256		AVATAR
20	87833237		HELIX
21	87836821		ILIASKA SPECIAL
22	87833300		HORIZON
23	87841042	5590076	LOTIC
24	87841026	5590075	AVANTI
25	87841024	5590074	EXOCETT