OP \$65.00 3107344

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM558485 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunting Attractions, LLC		12/20/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	God's Country Camo LLC	
Street Address:	170 Inwood Trail	
City:	Madison	
State/Country:	ALABAMA	
Postal Code:	35758	
Entity Type:	Limited Liability Company: ALABAMA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3107344	GOD'S COUNTRY
Registration Number:	4143484	GOD'S COUNTRY

CORRESPONDENCE DATA

Fax Number: 2565396024

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: 256-539-6000

Email: tmoore@leo-law.com

Correspondent Name: Trevor Moore

Address Line 1: 200 Randolph Avenue

Address Line 4: Huntsville, ALABAMA 35801

NAME OF SUBMITTER:	Trevor Moore, Attorney	
SIGNATURE:	/Trevor Moore/	
DATE SIGNED:	01/22/2020	

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 20, 2019, is made by HUNTING ATTRACTIONS, LLC ("Seller"), an Idaho limited liability company, located at 11062 W. Inglin Drive, Boise, Idaho 83709, in favor of GOD'S COUNTRY CAMO LLC ("Buyer"), an Alabama limited liability company, located at 170 Inwood Trail, Madison, Alabama 35758, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of December 20, 2019 (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 IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright 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 IP"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (b) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");
 - (c) 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;
 - (d) 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
 - (e) 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, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable 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 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 IP to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP 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 IP. 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 IP 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 IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP 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 IP 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 IP 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Title: party ex

HUNTING ATTRACTIONS, LLC

Name Christopher T. Conant

Address for Notices: 11062 W. Inglin Drive

Boise, Idaho 83709

ACKNOWLEDGMENT	
STATE OF IDAHO	
COUNTY OF Add	
On the 25 day of December, 2019, before me per	sonally appeared Christopher Conaid
personally known to me (or proved to me on the bas whose name is subscribed to the foregoing instrume	
that he executed the same in his authorized capacity HUNTING ATTRACTIONS, LLC, the limited liab	as the <u>POV/1/Ve/</u> of willity company described, and acknowledged
the instrument to be the free act and deed of HUNT purposes mentioned in the instrument.	
Litie Montano Commission Number: 20191951 Notery Public State of Idebo My Commission Expires: 09/23/2825	Notary Public : Lillie Montand
My Commission Expires: <u>09-2シー</u>	<u>025</u>

[BUYER ACCEPTANCE ON FOLLOWING PAGE]

AGREED TO AND ACCEPTED.

GOD'S COUNTRY CAMPILLS

Name:

Title: Managing Mend

Address for Notices: 170 Inwood Trail

Madison, Alabama 35758

ACKNOWLEDGMENT Annual Management COUNTY OF 4

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Iss DE UMAH

On the Man of December, 2019, before me personally appeared MISSA HOLD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Transpire Tricober COUNTRY CAMO LLC, the limited liability company described 4nd acknowledged the instrument to be the free act and deed of GOD'S COUNTRY CAMO LLC for the uses and nuposes mentioned in the instrument.

My Commission Expires:

230.7022

12.20.1 - Cophia Valac

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RY CERTIFICATION

First Circuit



SUBSCRIBED AND SWORN HERETO

BEFOREMEONTHIS ZOTA

STUDIC ALERCUIT

ÁTE OF HAWAII COMMISSION EXPIRES 12-50.7/22



TRADEMARK

REEL: 006842 FRAME: 0836

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
God's Country	United States	3,107,344	June 20, 2006
God's Country	United States	4,143,484	May 15, 2012

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

RECORDED: 01/22/2020

Title	Jurisdiction	Registration Number / Document Number	Registration Date / Execution Date
God's country camouflage	United States	VAu000610009	February 13, 2004
God's country camouflage design	United States	V3507 D503	February 12, 2004
God's Country Camouflage Logo Mark	United States	VAu001319678	December 7, 2017