# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM562305

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eastman Outdoors, LLC		02/14/2020	Limited Liability Company: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	FeraDyne Outdoors, LLC
Street Address:	101 Main Street
City:	Superior
State/Country:	WISCONSIN
Postal Code:	54880
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark		
Registration Number:	5629611	ADRENALINE		
Registration Number:	5061088	ADVANTEX		
Registration Number:	4452692			
Registration Number:	5563542			
Registration Number:	4452691			
Registration Number:	5563541			
Registration Number:	3288484	BIG KAHUNA		
Registration Number:	5387504	BLOODSHED		
Registration Number:	2651648	BUFF TUFF		
Registration Number:	3142567	CARBON EXPRESS		
Registration Number:	4807048	CARBON EXPRESS		
Registration Number:	2992927	CARBON REBEL		
Registration Number:	3187070	CARBON REBEL HUNTER		
Registration Number:	5381401	DRAGON		
Registration Number:	4089203	DUAL SPINE WEIGHT FORWARD		
Registration Number:	5565838	DUAL SPINE WEIGHT FORWARD		
Registration Number:	4189016	EASTMAN OUTDOORS		
Registration Number:	5515751	FALL DEFENSE LINE		
Registration Number:	5628820	FLEX FIT		
_		TRADEMARK		

**REEL: 006865 FRAME: 0098** 900535734

Property Type	Number	Word Mark		
Registration Number:	4408379	GAMESLAYER		
Registration Number:	2939485	HERITAGE		
Registration Number:	4036221	HOT PURSUIT		
Registration Number:	4479077	HOT ROD		
Registration Number:	4642352	I-CROSSBOW		
Registration Number:	4325980	INTERCEPT		
Registration Number:	4472330	INTERCEPT		
Registration Number:	4629770	INTERCEPT AXON		
Registration Number:	4629771	INTERCEPT SUPERCOIL		
Registration Number:	3946783	K-360°		
Registration Number:	4412182	LAUNCHPAD		
Registration Number:	2981559	LINEJAMMER		
Registration Number:	4036162	MACH 5		
Registration Number:	3180926	MAXIMA		
Registration Number:	4517615	MAXIMA		
Registration Number:	4032644	MAXIMA BLUE STREAK		
Registration Number:	3531908	MAXIMA HUNTER		
Registration Number:	4472158	MAXIMA RED		
Registration Number:	3954647	MAYHEM		
Registration Number:	3954445	MUTINY		
Registration Number:	3386912	NANO-XR		
Registration Number:	3969586	PILE DRIVER		
Registration Number:	5487904	PILEDRIVER		
Registration Number:	4629206	RED ZONE		
Registration Number:	5340170	RZ		
Registration Number:	2981560	SHOCKER		
Registration Number:	4768597	SILENTECH		
Registration Number:	4136355	SPEED FREAK		
Registration Number:	5565985	TANK		
Registration Number:	3169122	TERMINATOR		
Registration Number:	2671530	THUNDER EXPRESS		
Registration Number:	2726629	THUNDERSTORM		
Registration Number:	3084065	TRI-LOC		
Registration Number:	4116338	WEIGHT FORWARD		
Registration Number:	3083236	WHITETAIL		
Registration Number:	2531903			
Registration Number:	4807047	X		
Registration Number:	3668216	X-FORCE		

### **CORRESPONDENCE DATA**

**Fax Number:** 6126773101

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:** 6122599722

Email: classenc@gtlaw.com
Correspondent Name: Draeke H. Weseman

Address Line 1:90 South 7th Street, Suite 3500Address Line 4:Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	185545079100
NAME OF SUBMITTER:	Draeke H. Weseman
SIGNATURE:	/DHW/
DATE SIGNED:	02/14/2020

#### **Total Attachments: 6**

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made by Eastman Outdoors, LLC, a Michigan limited liability company ("Assignor"), in favor of FeraDyne Outdoors, LLC, a Delaware limited liability company ("Assignee") as of February 14, 2020 (the "Effective Date"). Collectively, Assignor and Assignee are the "Parties" to this Trademark Assignment.

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, including common law trademark rights, trademark applications and trademark registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof (collectively, the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and

WHEREAS, Assignor desires to hereby assign, transfer, and convey to Assignee, and Assignee desires to accept from Assignor, of all of Assignor's right, title, and interest in and to the Assigned Trademarks, including but not limited to, all common law trademark rights, trademark applications, trademark registrations, and all goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the Assigned Trademarks, including all common law rights, trademark applications, trademark registrations, and all issuances, extensions, and renewals thereof, together with all goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided further that, for the avoidance of doubt, with respect to United States Trademark Application Serial No. 87/900,740 set forth on Schedule **Error! Reference source not found.** hereto, Assignee is the successor to the business of Assignor to which the trademark in that application pertains, and that business is ongoing and existing;
  - (b) all rights of any kind whatsoever of Assignor 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

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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. Assignor 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 Assignee. Assignor shall execute or cause to be executed and notarize or cause to be notarized any documents giving effect to this Trademark Assignment, including, but not limited to (i) jurisdiction-specific assignments, applications for assignment, requests for recordal of any assignments of the Assigned Trademark, (ii) notices of abandonment of any Assigned Trademarks in any jurisdictions, (iii) any other documents necessary or desirable to facilitate Assignee's registration of the Assigned Trademarks; and (iv) any other documents necessary or desirable to give Assignee full enjoyment of the Assigned Trademarks in any jurisdictions anywhere in the world.
- 3. <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.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

**ASSIGNOR:** 

EASTMAN OUT VORS LLC

By: \_

Name: Jon Syverso

Title: Chief Commercial Officer

Dated: February 14, 2020

**AGREED TO AND ACCEPTED:** 

ASSIGNEE.

FERADYN

By.

Name: Jon Syverson

Title: Chief Commercial Officer

Dated: February 14, 2020

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# **SCHEDULE 1**

### **ASSIGNED TRADEMARKS**

1. Common Law Trademark Rights: All common law trademark rights of Eastman Outdoors, LLC in any trademarks whether registered or unregistered.

# 2. Trademark Registrations:

Mark	Jurisdiction	Registration Date	Registration Number
PILE DRIVER	Canada	10/11/2019	TMA1058738
RZ	Canada	10/15/2019	TMA1058870
CARBON EXPRESS & Design	China	12/21/2008	4414106
CARBON EXPRESS (Chinese Characters)	China	6/7/2011	8110911
EASTMAN OUTDOORS & Design	China	11/7/2008	4414109
EASTMAN OUTDOORS & Design	China	3/27/2008	4414110
EASTMAN OUTDOORS & Design	China	7/21/2007	4414111
EASTMAN OUTDOORS (Chinese Characters)	China	6/7/2011	8110909
GORILLA GEAR & Design	China	3/21/2011	8111210
GORILLA GEAR (Chinese Characters)	China	3/14/2011	8110914
GORILLA GEAR (Chinese Characters)	China	3/21/2011	8110915
GORILLA GEAR (Chinese Characters)	China	3/21/2011	8110916
GORILLA GEAR (Chinese Characters)	China	3/14/2011	8111208
GORILLA GEAR (Chinese Characters)	China	5/7/2011	8111209
GORILLA GEAR (Chinese Characters) & Design (Color)	China	6/28/2011	8111212
ARROW DESIGN (RED & BLACK)	International	10/27/2017	1380292
ARROW DESIGN (RED)	International	10/27/2017	1380294
DUAL SPINE WEIGHT FORWARD	International	8/14/2018	1423508
MAXIMA	International	5/3/2017	1352133
PILE DRIVER	International	10/27/2017	1379065
RZ	International	10/27/2017	1379066

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TANK	International	9/11/2018	1428093
CARBON EXPRESS	S. Korea	9/24/2015	40-1132213
X (Stylized) & Design	S. Korea	9/5/2015	40-1128753
ADRENALINE	USA	12/11/2018	5,629,611
ADVANTEX	USA	10/11/2016	5,061,088
ARROW DESIGN (RED & BLACK)	USA	12/17/2013	4,452,692
ARROW DESIGN (RED & BLACK)	USA	9/18/2018	5,563,542
ARROW DESIGN (RED)	USA	12/17/2013	4,452,691
ARROW DESIGN (RED)	USA	9/18/2018	5,563,541
BIG KAHUNA	USA	9/4/2007	3,288,484
BLOODSHED	USA	1/23/2018	5,387,504
BUFF TUFF	USA	11/19/2002	2,651,648
CARBON EXPRESS	USA	9/12/2006	3,142,567
CARBON EXPRESS	USA	9/8/2015	4,807,048
CARBON REBEL	USA	9/6/2005	2,992,927
CARBON REBEL HUNTER	USA	12/19/2006	3,187,070
DRAGON	USA	1/16/2018	5,381,401
DUAL SPINE WEIGHT FORWARD	USA	1/17/2012	4,089,203
DUAL SPINE WEIGHT FORWARD	USA	9/18/2018	5,565,838
EASTMAN OUTDOORS	USA	8/14/2012	4,189,016
FALL DEFENSE LINE	USA	7/10/2018	5,515,751
FLEX FIT	USA	12/11/2018	5,628,820
GAMESLAYER (Stylized)	USA	9/24/2013	4,408,379
HERITAGE	USA	4/12/2005	2,939,485
HOT PURSUIT	USA	10/4/2011	4,036,221
HOT ROD	USA	2/4/2014	4,479,077
I-CROSSBOW	USA	11/18/2014	4,642,352
INTERCEPT	USA	4/23/2013	4,325,980
INTERCEPT (Stylized) & Design	USA	1/21/2014	4,472,330
INTERCEPT AXON	USA	10/28/2014	4,629,770
INTERCEPT SUPERCOIL	USA	10/28/2014	4,629,771
K-360°	USA	4/19/2011	3,946,783
LAUNCHPAD	USA	10/1/2013	4,412,182
LINEJAMMER	USA	8/2/2005	2,981,559
MACH 5	USA	10/4/2011	4,036,162

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MAXIMA	USA	12/5/2006	3,180,926
MAXIMA (Stylized)	USA	4/22/2014	4,517,615
MAXIMA BLUE STREAK	USA	9/27/2011	4,032,644
MAXIMA HUNTER	USA	11/11/2008	3,531,908
MAXIMA RED	USA	1/21/2014	4,472,158
MAYHEM	USA	5/3/2011	3,954,647
MUTINY	USA	5/3/2011	3,954,445
NANO-XR	USA	2/19/2008	3,386,912
PILE DRIVER	USA	5/31/2011	3,969,586
PILEDRIVER	USA	6/5/2018	5,487,904
RED ZONE	USA	10/28/2014	4,629,206
RZ	USA	11/21/2017	5,340,170
SHOCKER	USA	8/2/2005	2,981,560
SILENTECH	USA	7/7/2015	4,768,597
SPEED FREAK	USA	5/1/2012	4,136,355
TANK	USA	9/18/2018	5,565,985
TERMINATOR	USA	11/7/2006	3,169,122
THUNDER EXPRESS	USA	1/7/2003	2,671,530
THUNDERSTORM	USA	6/17/2003	2,726,629
TRI-LOC	USA	4/25/2006	3,084,065
WEIGHT FORWARD	USA	3/20/2012	4,116,338
WHITETAIL	USA	4/18/2006	3,083,236
X (Stylized) & Design	USA	1/22/2002	2,531,903
X (Stylized) & Design	USA	9/8/2015	4,807,047
X-FORCE	USA	8/18/2009	3,668,216

# 3. Trademark Applications:

Mark	Jurisdiction	Filing Date	Application Number
ARROW DESIGN (RED & BLACK)	Canada	10/27/2017	1865065
ARROW DESIGN (RED)	Canada	10/27/2017	1865070
AXE	Canada	9/28/2018	1922721
TANK	Canada	9/6/2018	1918644
DUAL SPINE WEIGHT FORWARD	South Africa	8/14/2018	2018/23176
TANK	South Africa	9/7/2018	2018/25874

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**RECORDED: 02/14/2020**