

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Perry Elsemore	06/25/2010
RECEIVING PARTY DATA	
Name:	Outdoors Extreme Corp.
Street Address:	14469 North River Road
City:	Hurley
State/Country:	WISCONSIN
Postal Code:	54534
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	60870952
Application Number:	11956063
Application Number:	61153256
Application Number:	12707434
Patent Number:	D586249
CORRESPONDENCE DATA	
Fax Number:	(715)848-1085
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7158458234
Email:	jwagman@mzattys.com
Correspondent Name:	Attorney John B Wagman
Address Line 1:	500 Third Street
Address Line 2:	Suite 800
Address Line 4:	Wausau, WISCONSIN 54402
NAME OF SUBMITTER:	John B Wagman
Total Attachments: 7	

OP \$200.00 60870952

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PATENT
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ASSIGNMENT OF PATENTS/TRADEMARKS

This ASSIGNMENT OF PATENTS/TRADEMARKS ("Assignment") made as of June 25, 2010, by and between PERRY ELSEMORE, residing at 10601 W. Old Highway 10 Road, Saxon, WI 54559 and PREDATOR TRAILCAMS, LLC (along with their successors and assigns, hereafter collectively referred to as "Assignor"), and OUTDOORS EXTREME CORP., a Wisconsin corporation, with its main office located at 10609 W. Old Highway 10 Road, Saxon, WI 54559 (along with its successors and assigns, hereafter collectively referred to as "Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 25, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of all of such assets; and

WHEREAS, Assignor is the sole owner of certain United States Patents, Canadian Industrial Design, and United States Trademarks as identified on Schedule 2.a., 2.b., and 2.c. attached hereto (collectively referred to as the "Patents/Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in the Patents/Trademarks; and

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms.

a. Unless otherwise defined herein, the terms used herein which are defined in the Agreement shall have the meanings specified in the Agreement.

b. The words "hereof", "herein" and "hereunder" and words of like import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment, and section and schedule references are to this Assignment unless otherwise specified.

c. All terms defined in this Assignment in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Assignment of Patents/Trademarks. Assignor does hereby sell, assign and transfer to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents/Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, the inventions described in the Patents, all rights and claims associated with and all proceeds of the Patents/Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents/Trademarks not been made. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue said United States Patents and Trademarks to Assignee, of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its legal representatives, to the full end of the term for which said Patents/Trademarks may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and Agreement not been made. Assignor hereby authorizes and requests the Canadian Intellectual Property Office to issue said Canadian Industrial Design to Assignee, of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its legal representatives, to the full end of the term for which said Canadian Industrial Design may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and Agreement not been made.

3. Warranty of Title. Except for a collateral assignment of the Patents/Trademarks to River Valley Bank, Assignor warrants that he is now the sole Assignor, free from the obligation of any license or encumbrance whatsoever, of all the Patents/Trademarks or rights to Patents/Trademarks assigned under this Assignment.

4. Right to Sue for Infringement. Assignee shall have all rights to sue for infringement of any Patent or Trademark, on or after the Closing Date (as such term is defined in the Agreement), whether arising prior to or subsequent to the date of this Assignment of Patents/Trademarks, and any and all renewals and extensions thereof that may hereafter be secured and to collect all damages and profits for said infringements.

5. Indemnity for Past Infringement. Assignor does not knowingly infringe upon or unlawfully or wrongfully use any patent owned or claimed by another. In accordance with the provisions of Article 6 of the Agreement, Assignor shall reimburse, indemnify and hold harmless Assignee, its successors and assigns against and in respect of any and all actions, suits, claims, proceedings, investigations, demands, judgments, costs and other expenses (including, without limitation, reasonable legal fees and expenses) arising from any alleged infringement that occurred prior to the date hereof.

6. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

7. Amendments. This Assignment may only be amended or modified by a writing executed by both parties.

8. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Patents/Trademarks, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law in any jurisdiction in which the Patents/Trademarks may be located or deemed located.

9. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its nominees, successors and assigns.

10. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Wisconsin, without regard to the conflicts of law rules thereof.

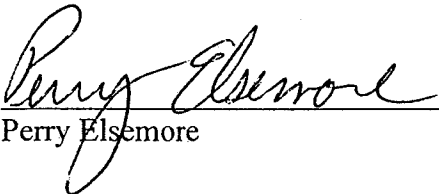
11. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Agreement.

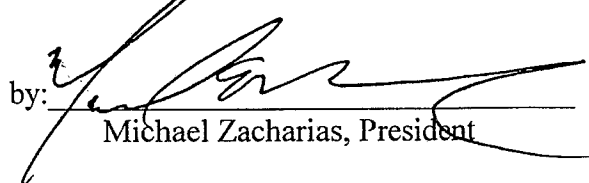
12. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

13. Execution in Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

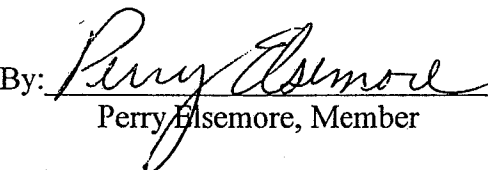
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the day and year first above written.

OUTDOORS EXTREME CORP.
a Wisconsin corporation


Perry Elsemore

by: 
Michael Zacharias, President

PREDITOR TRAILCAMS, LLC

By: 
Perry Elsemore, Member

STATE OF ~~WISCONSIN~~ ^{Michigan})
) ss.
COUNTY OF Gogebic)

The foregoing Assignment Agreement was executed and acknowledged before me this 25th day of June, 2010 by Perry Elsemore, personally known to me.

Dorothy S. Gule
Notary Public, State of ~~Wisconsin~~ ^{Michigan}
My commission expires: 3/2/2016

STATE OF ~~WISCONSIN~~ ^{Michigan})
) ss.
COUNTY OF Gogebic)

The foregoing Assignment Agreement was executed and acknowledged before me this 25th day of June, 2010 by Michael Zacharias, personally known to me to be the President of Outdoors Extreme Corp., on behalf of such corporation.

Dorothy S. Gule
Notary Public, State of ~~Wisconsin~~ ^{Michigan}
My commission expires: 3/2/2016

STATE OF ~~WISCONSIN~~ ^{Michigan})
) ss.
COUNTY OF Gogebic)

The foregoing Assignment Agreement was executed and acknowledged before me this 25th day of June, 2010 by Perry Elsemore, personally known to me to be a member of Predator Trailcams, LLC.

Dorothy S. Gule
Notary Public, State of ~~Wisconsin~~ ^{Michigan}
My commission expires: 3/2/2016

SCHEDULE 2.a.

UNITED STATES PATENTS

Patent No.	Invention	Filing Date
D586,249	Self-contained surveillance apparatus	2/10/09

UNITED STATES PATENT APPLICATION

<u>Application Number</u>	<u>Description</u>
D/275,293	Self Contained Surveillance Apparatus
60/870,952	Surveillance System, and Methods of Constructing And Utilizing Same
11/956,063	Surveillance Apparatus, System, and Methods Of Constructing and Utilizing Same
61/153,256	Tree Bracket & Monitoring System & Methods Of Constructing and Utilizing Same
12/707,434	Surveillance Camera with Security System and Image Retrieval System

SCHEDULE 2.b.

UNITED STATES TRADEMARKS

Trademark Serial No.	Properties	Filing Date
77772052	Predator Trailcams	7/1/09
77782566	Xtinction	7/16/09
77782582	Evolution XR	7/16/09
77861682	Traileye	10/30/09
77906691	Informer	1/7/10
77907615	Tree Hugger	1/8/10

SCHEDULE 2.c.

CANADIAN INDUSTRIAL DESIGN

Reg. No.	Industrial Design	Filing Date
119,279	Self-Contained Surveillance Apparatus	
124,551	Housing for Surveillance Apparatus	