

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2695796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REAL HICKS PROPERTIES, LLC	01/15/2014
RECEIVING PARTY DATA	
Name:	BATTENFELD TECHNOLOGIES, INC.
Street Address:	5885 W VAN HORN TAVERN RD
City:	COLUMBIA
State/Country:	MISSOURI
Postal Code:	65203
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D627033
Patent Number:	D626620
Patent Number:	D683778
Application Number:	13292927
Application Number:	13471658
Application Number:	29431928
CORRESPONDENCE DATA	
Fax Number:	(312)803-2209
Phone:	212-407-4000
Email:	nytrademark@loeb.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	TAMARA F. CARMICHAEL - LOEB & LOEB LLP
Address Line 1:	345 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10154
ATTORNEY DOCKET NUMBER:	211139-10055

NAME OF SUBMITTER:	TAMARA F. CARMICHAEL
Signature:	/TAMARA F. CARMICHAEL/
Date:	01/24/2014
Total Attachments: 6 source=Pat Assign Real Hicks#page1.tif source=Pat Assign Real Hicks#page2.tif source=Pat Assign Real Hicks#page3.tif source=Pat Assign Real Hicks#page4.tif source=Pat Assign Real Hicks#page5.tif source=Pat Assign Real Hicks#page6.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Assignment") is effective as of January 15, 2014, by Real Hicks Properties, LLC, a Texas limited liability company ("Assignor"), to and in favor of Battenfeld Technologies, Inc., a Missouri corporation ("Assignee").

R E C I T A L S:

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents (as defined below) properties listed on Schedule I hereto; and

WHEREAS, pursuant to the terms of that certain Asset Purchase and Sale Agreement dated as of January 15, 2014 (the "Purchase Agreement") by and among Assignee, Assignor, BOG GEAR L.L.C., a Texas limited liability company ("BOGgear"), and the members of Assignor and BOGgear as set forth on Schedule I thereto, Assignor has agreed to transfer to the Assignee the Patents.

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

1. **Patent Assignment.** Assignee hereby sells, conveys, assigns, transfers and delivers to Assignor, its successors and assigns, to have and to hold for the use and enjoyment of Assignor and its successors and assigns, the entire right, title and interest of Assignor in and to, or arising under, all United States and foreign patents (together with any registrations, renewals and applications therefor, the "Patents") together with the goodwill of the business in connection with which the Patents are used and which is symbolized by the Patents, along with the right to recover for damages and profits for past infringements thereof.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Patents, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Patents as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Patents and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Patents. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement and the Asset Purchase Agreement contain the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

4. **Amendment: Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

8. **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS RELATED HERETO OR THERETO.

9. **Legal Action.** Each party expressly and irrevocably (a) consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, or any other document delivered in connection herewith, shall be brought in any applicable state court located in Gillespie County, Texas, or if appropriate for federal court, the United States District Court, Western District of Texas-San Antonio Division, (b) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding, (c) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or *forum non conveniens* or any similar basis and (d) agrees that service of

process or of any other papers upon such party by registered mail at the address to which notices are required to be sent to such party under Section 10.2 of the Purchase Agreement shall be deemed good, proper and effective service upon such party.

10. **Further Assurances.** Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, in order to confirm the transfer of the Patents to Assignee, its successors and assigns, all as Assignee, its successors or assigns, shall reasonably request.

11. **Definitions.** Except as otherwise explicitly provided herein, all capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

REAL HICKS PROPERTIES, LLC

By: _____

Name: Kim Hicks

Title: Manager

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of January, 2014 by Kim Hicks, Manager of Real Hicks Properties, LLC, a Texas limited liability, on behalf of the company. She is personally known to me or has produced her driver's license as identification.

My Commission Expires:

NOTARY PUBLIC

Print name:

[NOTARIAL SEAL]

ACKNOWLEDGED AND AGREED TO:

BATTENFELD TECHNOLOGIES, INC.

By: Matthew Blevins
Matthew Blevins, Vice President and Secretary

Schedule I

Patents

Docket Number	Application Number	Application Date	Title	Status	Publication Number	Patent Number	Grant Date	Assignee
020-0004US	29/352,991	12/30/2009	Shooting Rest	Granted		D627,033	11/09/2010	Real Hicks Properties, LLC
020-0005US	29/352,993	12/30/2009	Rifle Rest	Granted		D626,620	11/02/2010	Real Hicks Properties, LLC
020-0008US	13/292,927	11/09/2011	Versatile Shooting Rest	First Office Action mailed 07/16/2013 Final Response Deadline 1/16/2014	US 2012/0174460			Real Hicks Properties, LLC
020-0011US	13/471,658	05/15/2012	Tripod Adapter for Shooting Rests and Other Accessories	pending	US 2012/0294672			Real Hicks Properties, LLC
020-0013US	29/415,389	03/09/2012	Rest for Binoculars	Granted		D683,778	06/04/2013	Real Hicks Properties, LLC
020-0014US	29/431,928	09/12/2012	Extended Shooting Rest	Notice of Allowance mailed 09/20/2013 - Issue Fee Payment due by 12/20/2013				Real Hicks Properties, LLC

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