

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	EXCLUSIVE LICENSE						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>STUART MINICA</td> <td>12/29/2011</td> </tr> <tr> <td>DOUBLETAKE ARCHERY LLC</td> <td>12/29/2011</td> </tr> </tbody> </table>		Name	Execution Date	STUART MINICA	12/29/2011	DOUBLETAKE ARCHERY LLC	12/29/2011
Name	Execution Date						
STUART MINICA	12/29/2011						
DOUBLETAKE ARCHERY LLC	12/29/2011						
RECEIVING PARTY DATA							
Name:	OUT RAGE, LLC						
Street Address:	1230 POPLAR AVENUE						
City:	SUPERIOR						
State/Country:	WISCONSIN						
Postal Code:	54880						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D669956</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D669956		
Property Type	Number						
Patent Number:	D669956						
CORRESPONDENCE DATA							
Fax Number:	(202)778-6493						
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
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Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004-2401						
ATTORNEY DOCKET NUMBER:	034090.0108-US02						
NAME OF SUBMITTER:	ISATTA B. SMITH						
Signature:	/Isatta B. Smith/						
Date:	02/11/2014						

PATENT

**Total Attachments: 16**

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## EXCLUSIVE LICENSE AGREEMENT

This EXCLUSIVE LICENSE AGREEMENT (this "Agreement"), is made and entered into on December 29, 2011 (the "Effective Date") by and among DoubleTake Archery LLC, a Texas limited liability company (the "Company"), Stuart Minica (the "Sole Member") (Company and Sole Member, each hereinafter referred to individually as a "Licensor" and collectively as "Licensors"), and Out RAGE, LLC, together with its successors and assigns (hereinafter referred to as the "Licensee"), each of the foregoing individually a "Party" and together the "Parties".

WHEREAS, Licensors are the sole and exclusive owners of (i) US patent application no. 13/101,137 (the "Patent Application") and of any and all inventions and discoveries claimed, described or otherwise disclosed in the Patent Application (collectively, the "Inventions"), in each case, free and clear of all liens and other encumbrances; (ii) the NOCKTURNAL word mark, which is the subject of U.S. Reg. No. 3997742, (the "Trademark"), free and clear of all liens and other encumbrances; and (iii) US Design patent application no. 29/383,143 (the "Design Application") and of all designs claimed, described or otherwise disclosed in the Design Application (collectively, the "Designs") free and clear of all liens and other encumbrances; and

WHEREAS, Licensors and Licensee are parties to that certain Asset Purchase Agreement, dated as of December 29, 2011 (the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates, among other things, that Licensors and Licensee shall enter into this Agreement and an Assignment dated on or about the date hereof (the "Assignment"); and

WHEREAS, the Asset Purchase Agreement contemplates that the Assignment shall be held in escrow subject to the terms of this Agreement; and

WHEREAS, Licensors wish to grant, and Licensee wishes to receive, certain exclusive, royalty-free, irrevocable, transferable, assignable and sublicensable license rights throughout the world in and to the Patent Application, the Inventions, the other Utility Patent Rights (as defined herein), the Trademark, and the Design Patent Rights in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the purchase price paid in accordance with the Asset Purchase Agreement, the mutual covenants and agreements contained herein and the mutual covenants and agreements contained in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensors and Licensee, intending to be legally bound, hereby agree as follows:

- 1. Definitions.** Capitalized terms used herein shall have the meaning ascribed to them in this Section 1 or as otherwise set forth herein.

a. "Confidential Information" means (i) the Patent Rights and all information relating thereto, including all information relating to the conception, reduction to practice, invention, prosecution, maintenance or defense of any of the Patent Rights, and (ii) all non-public information, data and materials of Licensee or relating to the Trademark; provided, however, Confidential Information shall not include (i) any records that have been published by the United States Patent and Trademark Office (the "US PTO"), and (ii) information that has been made generally publicly available by Licensee as demonstrated by Licensors with written records or other competent proof.

b. "Default" shall mean Licensee's failure to deliver the Patent Payment to the Company by the earliest to occur of (i) the sixty-first (61st) business day after the issuance of the Future Patent *or* (ii) if, following Licensee's second request for continued examination of the Patent Application pursuant to Section 4(b)(ii) hereof, Licensee shall fail to take action to perfect into issued patent claims any indication of allowable (patentable) subject matter in the Patent Application, the sixtieth (60th) calendar day after the US PTO issues such Notice of Allowance.

c. "Design Patent Rights" shall mean the following, whether now existing or hereinafter obtained:

(i) all Designs and any and all modifications, enhancements and improvements to any such Designs;

(ii) the Design Application and any and all patents that may issue based on, or that correspond to, or otherwise arise from, such Design Application, either directly or indirectly; and

(iii) any and all other patents, patent applications and other industrial property protections and applications therefor, in each case, that are filed or issue in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Design Patent Rights described in Section 1(c)(i) or Section 1(c)(ii), including but not limited to, any and all provisional applications, non-provisionals, continuations, continuations-in-part, divisions, continuing prosecution applications, PCT applications and other convention applications, requests for continued examination, substitutes, reissues, reexaminations, extensions, and renewals that issue or are filed in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Design Patent Rights described in Sections 1(c)(i) or Section 1(c)(ii) or that otherwise directly or indirectly claims priority to or the benefit of any of the Design Patent Rights described in Section 1(c)(i) or Section 1(c)(ii).

d. "Future Patent" means a patent for United States Patent Application Number 13/101137 (which claims priority to provisional application number 61/406999), issued by the US PTO.

e. "Licensed Rights" shall mean the Trademark and the Patent Rights.

f. "Patent Payment" shall have the meaning ascribed to it in the Asset Purchase Agreement.

g. "Patent Rights" shall mean the Design Patent Rights and the Utility Patent Rights.

h. "Utility Patent Rights" shall mean the following, whether now existing or hereinafter obtained:

(i) all Inventions and any and all modifications, enhancements and improvements to any such Inventions;

(ii) the Patent Application and any and all patents that may issue based on, or that correspond to, or otherwise arise from, such Patent Application, either directly or indirectly; and

(iii) any and all other patents, patent applications and other industrial property protections and applications therefor, in each case, that are filed or issue in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Utility Patent Rights described in Section 1(h)(i) or Section 1(h)(ii), including but not limited to, any and all provisional applications, non-provisionals, continuations, continuations-in-part, divisions, continuing prosecution applications, PCT applications and other convention applications, requests for continued examination, substitutes, reissues, reexaminations, extensions, and renewals that issue or are filed in the United States or in any other jurisdiction that are based on, or that otherwise relate to, any of the Utility Patent Rights described in Sections 1(h)(i) or Section 1(h)(ii) or that otherwise directly or indirectly claims priority to or the benefit of any of the Utility Patent Rights described in Section 1(h)(i) or Section 1(h)(ii).

i. "Transaction Documents" shall have the meaning ascribed to it in the Asset Purchase Agreement.

## 2. **Grant of License**

a. Patent Rights License Grant. Each Licensor, without reservation, hereby grants to Licensee, and Licensee hereby accepts, an exclusive, world-wide, fully-paid up, royalty-free, irrevocable, perpetual, assignable and transferable right and license, including the right to sublicense through multiple tiers of sublicensees, in, to, and under the Patent Rights, including (i) the right and license to practice the Patent Rights in any manner and for any purpose, and (ii) the right and license to make, have made, use, sell, have sold, offer for sale, import, have imported and otherwise exploit and dispose of any designs, inventions or discoveries, claimed, described or otherwise disclosed, included or embodied in any of the Patent Rights. Notwithstanding the foregoing or any other provision of this Agreement, the rights and license granted hereinabove are subject to termination in accordance with the provisions of Section 8 of this Agreement.

b. Trademark License. Each Licensor, without reservation, hereby grants to Licensee, and Licensee hereby accepts, an exclusive, world-wide, fully-paid up, royalty-free, irrevocable, perpetual, assignable and transferable right and license, including the right to sublicense through multiple tiers of sublicensees, in, to, and under the Trademark, including the right and license to practice and otherwise use the Trademark in any manner and for any purpose. Notwithstanding the foregoing or any other provision of this Agreement, the rights and license granted hereinabove are subject to termination in accordance with the provisions of Section 8 of this Agreement. During the term of this Agreement, Licensee shall cause, and shall require its sublicensees to cause, its products and materials that bear the Trademark to be of

sufficient quality to maintain the goodwill associated with the Trademark (the "Quality Requirement"). Licensee shall permit Licensors to inspect the use of the Trademark on a sampling of products and materials once a year provided that this license grant in Section 2(b) has not terminated.

c. Sublicenses. Licensee shall have no obligation to notify or inform either Licensors regarding the actual or anticipated execution of any sublicense permitted hereunder. Notwithstanding the fact that the license granted to Licensee hereunder is royalty-free, Licensee may, in its sole discretion, require sublicensees (including the multi-tiers of sublicensees) of the Patent Rights or Trademark to pay any fee, royalty or other consideration to Licensee or any other third party; *provided, however*, (i) Licensee's ability to require sublicensees (including the multi-tiers of sublicensees) to pay a fee, royalty or other consideration shall not relieve Licensee of its obligation to pay the Commission Payment to Company in accordance with the terms and provisions of the Asset Purchase Agreement and (ii) in the event of the termination of this Agreement, neither Licensors shall be under any obligation to honor any such sublicense.

d. Exclusivity of Rights. The rights and licenses granted by Licensors to Licensee hereunder are exclusive (including with regard to Licensors).

### **3. Confidential Information**

a. Disclosure and Use Restriction. Except as set forth in Section 3(b) hereof, each Licensors agrees that it shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose any Confidential Information.

b. Authorized Disclosure. Each Licensors may disclose Confidential Information to the extent that such disclosure is made in response to a valid order of a court of competent jurisdiction or other governmental authority of competent jurisdiction; *provided, however*, that such Licensors shall first have given notice to Licensee and have given, to the extent reasonably practicable, Licensee a reasonable opportunity to quash such order or to obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or agency or, if disclosed, be used only for the purposes for which the order was issued; and *provided further* that if a disclosure order is not quashed or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental order shall be limited to that information which is legally required to be disclosed in response to such court or governmental order, and shall be disclosed and used by Licensors only for such purposes.

### **4. Maintenance, Prosecution, Enforcement and Defense**

a. Maintenance and Prosecution. Subject to Section 8(c), Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to file for, prosecute, and maintain the Licensed Rights, using counsel of its own choice, subject only to Section 4(b) below pertaining solely to the Patent Application and the terms and provisions of the Asset Purchase Agreement. For the avoidance of doubt and not by way of limitation, subject to Section 8(c), (i) Licensee shall have the sole and exclusive right to claim priority to or the benefit of the Patent Application or any of the other Patent Rights, (ii) no Licensors shall grant any power of attorney with respect

to any of the Licensed Rights without Licensee's prior written consent, as may be granted or withheld in Licensee's sole discretion, (iii) Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to initiate, defend, and otherwise participate in any reissue, re-examination, interference, opposition, cancellation, or other administrative proceeding in the U.S., or any foreign jurisdiction, relating to any of the Licensed Rights; and (iv) Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to decide whether a Future Patent or any other patent shall issue pursuant to any indication of one or more allowable (patentable) claims from the US PTO, as may be indicated, for example, in an Office Action or Notice of Allowance issued by the US PTO or from any instrumentality in any other country authorized to issue patents.

b. Obligation to Exercise Commercially Reasonable Efforts. Notwithstanding anything herein to the contrary, during the term of this Agreement, Licensee shall use commercially reasonable efforts to prosecute the Patent Application with the goal of obtaining a Future Patent that includes one or more claims that provide Licensee with an acceptable level of protection for the Licensee's business, as determined by the Licensee in its sole discretion, it being understood and agreed that it shall not be deemed to be commercially reasonable for Licensee to abandon prosecution of the Patent Application as a result of any change in Licensee's business. Notwithstanding anything herein to the contrary but subject to Section 8(c), Licensors acknowledge and agree that (i) Licensee shall have the right, in its sole discretion, to modify, amend, delete or add to the claims in the Patent Application at any time and from time to time, as determined by Licensee, in its sole discretion, and (ii) in the event the US PTO provides any indication of one or more allowable (patentable) claims in the Patent Application, as may be indicated, for example, in an Office Action or Notice of Allowance issued by the US PTO for the Patent Application, Licensee has up to two opportunities to refuse or fail to perfect into issued patent claims any indication of allowable (patentable) subject matter, as may be indicated in, for example, an Office Action or a Notice of Allowance. Notwithstanding anything herein to the contrary, (1) Licensee's exercise of its rights in the preceding sentence shall not be deemed to be a breach of this Section 4(b) or any other provision of this Agreement or the Asset Purchase Agreement and (2) it shall not be a breach of this Section 4(b) or any other provision of this Agreement or the Asset Purchase Agreement if Licensee in good faith determines that, in response to an Office Action, an acceptable level of protection in a Future Patent is not achievable and Licensor consents to abandon the Patent Application. Notwithstanding any provision herein to the contrary, if, in breach of its obligations hereunder, Licensee abandons, or permits the Patent Application to be abandoned, then Licensee, following a thirty (30) calendar day opportunity to cure such abandonment or permitted abandonment, shall immediately pay the Patent Payment to the Company. If either Licensor learns or has a reasonable suspicion that Licensee has abandoned, or permitted the Patent Application to be abandoned, such Licensor shall notify Licensee and provide an opportunity to cure in accordance with the preceding sentence.

c. Enforcement and Defense of Licensed Rights.

(i) Notice. If either Licensor learns or has a reasonable suspicion that a third party is infringing, diluting, misappropriating or otherwise violating any Licensed Right, it shall, as soon as reasonably practicable, notify the Licensee thereof in writing accompanied by any reasonably available evidence of the actual or suspected infringement, dilution,

misappropriation, or violation. At Licensee's request and expense, each Licensor shall cooperate with Licensee and use reasonable efforts to address such actual or suspected infringement, dilution, misappropriation or violation in a form and manner requested by Licensee.

(ii) Enforcement Actions. Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to take steps to remove, remedy or otherwise address the actual or suspected past, present or future infringement, dilution, misappropriation or violation of any of the Licensed Rights, including, by initiation, prosecution and control at its own expense of any suit, proceeding or other legal action by counsel of its own choice. Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to settle any enforcement action, whether prior to or after the commencement of any such suit, proceeding or other legal action involving any Licensed Rights. Licensee shall be entitled to receive and keep all rewards, compensation, costs, expenses and any amounts received pursuant to any such suit, proceeding or other enforcement action or settlement or other disposition of any matter described herein, and Licensee shall be under no obligation to pay any such amount to any Licensor or to any third party other than as expressly set forth herein.

(iii) Notice and Defense of Licensed Rights. If either Licensor learns or has a reasonable suspicion that a third party is challenging or threatening to challenge any Licensed Right, it shall, as soon as reasonably practicable, notify the Licensee thereof in writing accompanied by any reasonably available information pertaining thereto. Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to take steps, to defend such Licensed Rights or otherwise respond to such challenge using counsel of its own choice. Licensee shall have the sole and exclusive right, as exercised in its sole discretion, to settle any such action, whether prior to or after the commencement of any such suit, proceeding or other legal action involving the Licensed Rights. Licensee shall be entitled to receive and keep all rewards, compensation, costs, expenses and any amounts received pursuant to any such suit, proceeding or other action or settlement or other disposition of any matter described herein, and Licensee shall be under no obligation to pay any such amount to any Licensor or to any third party other than as expressly set forth herein.

## **5. Delivery of Materials, Cooperation, Further Assurances and Power of Attorney**

a. Delivery of Materials. On the Effective Date, each Licensor shall deliver to Licensee all information and materials in its possession or control pertaining to the Licensed Rights, including all patent prosecution, trademark prosecution and assignment documents (other than the Assignment), in the form presently maintained by Licensor and in the manner specified by Licensee. In the event any Licensor obtains possession or control of any information or materials pertaining to any of the Licensed Rights after the Effective Date, (including information or material pertaining to the prosecution or actual or suspected infringement, dilution, misappropriation or violation of any of the Licensed Rights or the defense of any of the Licensed Rights), such Licensor shall, as soon as reasonably practicable, deliver such information or material to Licensee, in the form obtained by Licensor and in the manner reasonably specified by Licensee.

b. Cooperation. Each Licensor shall provide Licensee with all information, material, cooperation and assistance reasonably deemed necessary by Licensee in connection with the



filing, prosecution, maintenance, defense or enforcement of any of the Licensed Rights or otherwise in exercise of Licensee's rights under this Agreement.

c. Further Assurances. Without limiting the generality of Sections 4, 5(a) and 5(b) hereof, each Licensor hereby agrees, as soon as reasonably practicable, at any time and from time to time, upon a request by or on behalf of Licensee, to execute all papers and documents, take all lawful oaths, and undertake any and all other acts necessary or reasonably desirable to enable the Licensee to procure, maintain, enforce and defend any and all of the Licensed Rights and otherwise enjoy the full rights of this Agreement. Without limiting the foregoing, to ensure that the rights under this Agreement shall be held and enjoyed by the Licensee as fully and entirely as possible, each Licensor agrees to: (i) communicate to Licensee all facts known to such Licensor relating to any of the Licensed Rights; (ii) furnish Licensee with any and all documents and other material and information in the possession or control of Licensor or its legal representatives, which may be useful for establishing a record of conception, disclosure, or reduction to practice of any of the inventions or discoveries included in any of the Patent Rights; (iii) execute and deliver to Licensee all patent and trademark application documents, including, petitions, specifications, oaths, disclaimers, declarations, power of attorneys and affidavits in form and substance as may be requested by Licensee; and (iv) generally use commercially reasonable efforts to aid the Licensee in obtaining, maintaining, enforcing and defending the Licensed Rights in the United States of America or any other country of the world as requested to do so by the Licensee, including providing evidence and sworn testimony in, or joining as a party to or otherwise participating in, any judicial, administrative or other proceeding relating to any of the Licensed Rights, including any enforcement or defense proceedings described in Section 4(c)(ii) and 4(c)(iii), respectively.

d. Power of Attorney. For the avoidance of doubt and not by way of limitation, and subject to Section 8, each Licensor hereby irrevocably designates and appoints Licensee, its successors and assigns and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, with power of substitution to act for and in its behalf and stead to execute and file any documents and to do all other lawfully permitted acts to procure, maintain, enforce and defend any and all of the Licensed Rights, as Licensee in its sole discretion, shall determine. For the avoidance of doubt and not by way of limitation, and subject to Section 4(b) above and Section 8, Licensee shall have the right to take any lawfully permitted actions to prosecute, defend, maintain and enforce the Licensed Rights, as determined in its sole discretion.

## **6. Representations, Warranties and Covenants**

a. Representations, Warranties and Covenants. Each Party hereby represents, warrants and covenants to the other Parties as follows:

(i) it has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;

(ii) this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles

affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity;

(iii) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder (A) do not and will not conflict with or violate any requirement of applicable law or regulation or any provision of the articles of incorporation or bylaws or any similar instrument of such Party, as applicable, in any way, and (B) do not and will not conflict with, violate or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound; and

(iv) (A) upon receipt by Company of the Patent Payment, the Parties shall issue joint written instructions directing the release of the Assignment to Licensee or (B) upon a Default, and subject to the dispute resolution provisions set forth in Section 8(c) hereof, the Parties shall issue joint written instructions directing the release of the Assignment to Licensors.

b. Additional Representations, Warranties and Covenants of Licensors. Each Licensor represents, warrants, and further covenants to Licensee that (i) Licensors are the sole and exclusive owners of all rights, title and interests, in, to, and under all of the Licensed Rights, free and clear of all liens and other encumbrances; (ii) Licensors have the full and exclusive right to grant the entire rights, titles, and interests granted to Licensee herein, including all such rights set forth in Sections 2 and 4 hereof, and in the Assignment; (iii) subject to Section 8(c), neither Licensor has granted nor will grant any right, title or interest, including any license right in, to, or under any of the Licensed Rights to any person or entity, including any Licensor, other than to Licensee; (iv) prior to the Effective Date, each Licensor's rights, titles and interests in, to, and under the Licensed Rights had not been otherwise encumbered; (v) there are no rights or interests outstanding inconsistent with the rights, titles and interests granted to Licensee herein or in the Assignment; and (vi) neither Licensor has executed nor will execute any agreement or other instrument of any kind, nor has taken nor will take any action, that is in conflict with or is otherwise inconsistent with or interferes with this Agreement or the Assignment, including its obligations hereunder or thereunder, or that otherwise could encumber any of the Licensed Rights in any manner.

## **7. Indemnification**

a. Licensors shall at all times during and after the term of this Agreement be responsible for, and shall defend, indemnify and hold Licensee, its affiliates, partners, members, equity holders, directors, officers, employees, sublicensees and agents harmless from and against any and all losses, claims, suits, proceedings, expenses, recoveries and damages, including reasonable legal expenses and out-of-pocket costs, arising out of, relating to, or in connection with any claim by a third party, to the extent resulting directly or indirectly from: (i) the gross negligence or willful misconduct of any Licensor or any of its affiliates; or (ii) any breach of this Agreement by any Licensor, including any breach of any representation, warranty, or covenant of any Licensor.

b. Licensee shall at all times during and after the term of this Agreement be responsible for, and shall defend, indemnify and hold Licensors, their respective affiliates, partners, members, equity holders, directors, officers, employees, agents, heirs, successors and

assigns harmless from and against any and all losses, claims, suits, proceedings, expenses, recoveries and damages, including reasonable legal expenses and out-of-pocket costs, arising out of, relating to, or in connection with any claim by a third party, to the extent resulting directly or indirectly from: (i) the gross negligence or willful misconduct of Licensee or any of its affiliates; or (ii) any breach of this Agreement by Licensee, including any breach of any representation, warranty, or covenant of any Licensee.

## **8. Term and Termination**

a. Term. Subject to the provisions for early termination set forth herein, this Agreement shall commence on the Effective Date and shall continue in force in perpetuity.

b. Termination by Licensee. Licensee shall have the right to terminate this Agreement following delivery of the Patent Payment or upon a Default.

c. Termination by Licensors. Licensors shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensee solely in the event that there has been a Default; *provided, however*, notwithstanding the foregoing, (i) in the event there is a dispute among any of the Parties with respect to whether a Default has occurred, this Agreement shall not terminate based on such Default until there has been a final decision by a court of competent jurisdiction, under Section 10(g) hereof, that such Default has occurred, which decision can no longer be subject to further review or appeal; and (ii) Licensor may exercise this termination right only during the sixty (60) business day period immediately following the occurrence of a Default.

d. Consequences of Termination. The licenses granted hereunder shall terminate six (6) months after the effective date of termination of this Agreement, unless Licensee notifies any Licensor of its intent to terminate such licenses at an earlier date as set forth in such notice. In the event of termination following a Default, Licensee, after exercising commercially reasonable efforts to do so, is unable to liquidate all inventory related to the Patent Rights or Trademark within such six (6) month period, Licensors shall repurchase such inventory from Licensee at cost; provided that Licensee shall use commercially reasonable efforts to liquidate such inventory within such six (6) month period, shall cease issuing purchase orders for components used therein and shall discontinue manufacturing and assembling products related to the Patent Rights or Trademark. In the event of termination following a Default, Licensee shall cooperate in good faith with Licensors to terminate any powers of attorney granted by Licensors to Licensee.

e. Survival. Section 8(d), this Section 8(e) and Sections 1, 3, 6, 7, 9 and 10 in their entireties shall survive termination of this Agreement for any reason. Further, Section 2 shall survive termination of this Agreement for a period of six (6) months from the date of termination, in accordance with and subject to Section 8(d) above.

## **9. Remedies and Licensee Independent Rights.**

a. Remedies. Each Licensor acknowledges and agrees that Licensee is not liable to any Licensor or its affiliates, successors, heirs, administrators or assigns (the "Licensor Parties") for any actions or omissions by or on behalf of Licensee, the US PTO, any of its foreign

equivalents, or any other person or entity with respect to the Licensed Rights (including any failure by the US PTO to issue a patent based on the Patent Application or any finding that any of the Licensed Rights are not valid or enforceable), except for (i) Licensee's gross negligence, and (ii) a material uncured breach by Licensee of its obligation in Section 4(b) hereof. Each Licensor acknowledges and agrees that a release of the Assignment to Licensors pursuant to this Agreement shall constitute the Licensor Parties' sole and exclusive remedy and recourse against Licensee in connection with the transactions contemplated hereby and by the Asset Purchase Agreement, including without limitation, relating to any misrepresentation or inaccuracy in or breach of any of the representations or warranties or covenants provided hereby and by the Asset Purchase Agreement, whether in tort, contract or otherwise.

b. Licensee Independent Rights. Each Licensor acknowledges and agrees that (i) improvements to the Inventions, Designs or other Patent Rights may be conceived or reduced to practice by or on behalf of Licensee, either solely or jointly with others ("Licensee Improvements"), and (ii) Licensee may acquire rights, title or interests in or to patent rights independent of this Agreement or the Asset Purchase Agreement, including by way of example and not limitation, Licensee may acquire rights, title or interests in or to a patent right that claims a Licensee Improvement (such rights, title or interests of Licensee, together with the Licensee Improvements, shall be referred to collectively, as the "Licensee Independent Patent Rights"). Each Licensor further acknowledges and agrees that nothing contained herein or in any of the Asset Purchase Agreement, the Assignment or any of the other Transaction Documents shall be interpreted or construed as (i) limiting any of Licensee's rights, title or interests in or to any of the Licensee Independent Patent Rights, including Licensee's rights to license, assign or otherwise encumber any of the Licensee Independent Patent Rights, or (ii) granting any Licensor any rights, title or interests in or to any of the Licensee Independent Patent Rights, including any prosecution, defense or enforcement rights, under any circumstances. Without limiting the generality of the foregoing, neither Licensor shall have any rights, title or interests in or to any of the Licensee Independent Patent Rights, including any prosecution, defense or enforcement rights, in the event of any actual or alleged Default or in the event of a termination of this Agreement.

## 10. Miscellaneous

### a. Amendments and Waiver.

(i) Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing, refers to the section or article to be amended or waived and is signed, in the case of an amendment, by each Party to this Agreement, or in the case of a waiver, by the Party against whom the waiver is to be effective. All other attempted amendments or waivers shall have no effect, regardless of their formality, consideration or detrimental reliance.

(ii) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as specifically provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

b. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators and permitted assigns. Licensee may assign this Agreement, or assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, without the consent of any Licensor. Neither Licensor shall assign, delegate or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Licensee, as may be granted or withheld in its sole discretion.

c. Exercise of Rights. For the avoidance of doubt and not by way of limitation, (i) subject only to the Quality Requirement in Section 2(b) and the terms of Section 4(b) hereof, Licensee shall have the right to exercise its licenses and other rights granted hereunder in a manner determined by Licensee, in its sole discretion, and (ii) Licensee's rights and remedies hereunder and under the other Transaction Documents are cumulative, and nothing contained herein or in any other Transaction Document shall be interpreted or otherwise construed as limiting or otherwise restricting any of Licensee's rights or remedies under the Asset Purchase Agreement or any other Transaction Document.

d. Joint and Several Liability. Company and Sole Member shall be jointly and severally liable to Licensee for the representations, warranties, covenants, and other obligations and agreements undertaken or made by either or both of them herein.

e. Injunctive Relief. The Parties agree that due to the unique nature of the rights and licenses granted to Licensee hereunder, there will be irreparable harm to Licensee, and there can be no adequate remedy at law, for any breach by any Licensor of this Agreement, and therefore upon any such breach or any threat thereof, Licensee will be entitled to appropriate equitable relief from a court of competent jurisdiction in addition to whatever remedies it might have at law or equity, without the posting of any bond. Each Licensor agrees not to object or defend against such action for equitable relief on the basis that monetary damages would provide an adequate remedy.

f. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS.

g. Jurisdiction. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) THE PARTIES AGREE THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT SHALL BE BROUGHT IN A FEDERAL OR STATE COURT LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK, BOROUGH OF MANHATTAN, AND THAT ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE DEEMED TO HAVE ARISEN FROM A TRANSACTION OF BUSINESS IN THE STATE OF NEW YORK; PROVIDED THAT ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT THAT IS INITIATED BY COMPANY OR SOLE MEMBER SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL COURTS SITTING IN TEXAS AND ANY

COURT TO WHICH AN APPEAL MAY BE TAKEN IN ANY SUCH LITIGATION, AND (II) EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND, SUBJECT TO SECTION 8(c), OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT.

h. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

i. Counterpart. This Agreement may be executed and delivered (including by facsimile and electronic mail transmission) in one or more counterparts, any of which need not contain the signature of more than one person, but all such counterparts taken together will constitute one and the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Parties hereto.

j. Entire Agreement. This Agreement constitutes the entire Agreement among the Parties with respect to the subject matter of this Agreement and, except for the Asset Purchase Agreement and the Assignment, this Agreement supersedes all prior Agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof. For the avoidance of doubt, nothing set forth in this Agreement is intended to limit or otherwise limits the representations, warranties and covenants in the Asset Purchase Agreement or the Assignment.

k. Interpretation. The headings or titles of articles, sections or paragraphs appearing in this Agreement are provided for convenience and are not to be used in construing this Agreement. Unless the context otherwise requires, (i) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (ii) the term "or" is used in its inclusive sense ("and/or") and the term "any" is used in its inclusive sense, and (iii) the singular shall include the plural and the plural shall include the singular. Any pronoun shall include the corresponding masculine, feminine and neuter forms. Except as specifically otherwise provided in this Agreement, a reference to a Section or Attachment is a reference to a Section of this Agreement or an Attachment hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Attachments hereto. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party because of the authorship of any provision of this Agreement.

l. Severability. If any term or provision of this Agreement or the application thereof to any Party or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any Party or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. If any term or provision of this Agreement is so broad as to be unenforceable, such term or provision shall be interpreted to be only as broad as is enforceable. If any term or provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision or term will be modified with a valid provision or term that conforms as nearly as possible to the original intent of the Parties.

m. Notice. Any notice or other communication from one Party to any other Party shall be made in writing in the English language and shall be delivered by hand or sent by a nationally or internationally recognized courier to the address of the Party set forth below. Each Party may change its address for notice by delivery of notice to the other Parties. All notices and communications shall be deemed received upon actual receipt thereof by the addressee or actual delivery thereof to the appropriate address.

(a) if to the Company or the Sole Member to:

DoubleTake Archery LLC  
525 Enchanted Oaks  
La Vernia, Texas 78121  
Attention: Stuart A. Minica

with copies to:

Law Office of Janet M. Drewry  
8438 Fountain Circle  
San Antonio, Texas 78121  
Attention: Janet M. Drewry, Esq.

(b) if to Licensee, to:

Out RAGE, LLC  
62 Walnut Street, Floor 3  
Wellesley Hills, MA 02481  
Attention: Charles T. Lelon

with copies to:

DLA Piper LLP (US)  
33 Arch Street, 26<sup>th</sup> Floor  
Boston, MA 02110  
Attention: Francis J. Feeney, Jr., Esq.

n. Relationship of the Parties. It is expressly agreed that the Parties shall be independent contractors of one another and that the relationship among the Parties shall not constitute a partnership, joint venture or agency. No Licensor shall have the authority to make

any statements, representations or commitments of any kind, or to take any action, which shall be binding on Licensee, without the prior written consent of Licensee to do so.


*[Remainder of page intentionally left blank.]*




IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed and delivered as of the date specified below.

LICENSOR

DOUBLETAKE ARCHERY LLC

By:   
Name: STUART A. MINICA  
Title: MANAGING MEMBER  
Date: DECEMBER 29, 2011

LICENSOR

  
Stuart Minica  
Date: DECEMBER 29, 2011

LICENSEE

OUT RAGE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Signature Page to Exclusive License Agreement]

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed and delivered as of the date specified below.

LICENSOR

DOUBLETAKE ARCHERY LLC


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LICENSOR

\_\_\_\_\_  
Stuart Minica  
Date: \_\_\_\_\_

LICENSEE

OUT RAGE, LLC

By:   
Name: Kevin F. Littlejohn  
Title: Chief Financial Officer  
Date: \_\_\_\_\_

[Signature Page to Exclusive License Agreement]