

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3096786

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MUDDY OUTDOORS, L.L.C.	09/04/2014
RECEIVING PARTY DATA	
Name:	OUTDOOR TECHNOLOGY GROUP, LLC
Street Address:	1820 NORTH REDDING AVENUE
City:	WINDOM
State/Country:	MINNESOTA
Postal Code:	56101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8556035
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	Trademark.Mpl@stinsonleonard.com
Correspondent Name:	CAROLYN M. SANDBERG
Address Line 1:	150 SOUTH FIFTH STREET
Address Line 2:	SUITE 2300
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-4238
ATTORNEY DOCKET NUMBER:	2064134-0063
NAME OF SUBMITTER:	CAROLYN M. SANDBERG
SIGNATURE:	/Carolyn M. Sandberg/
DATE SIGNED:	11/06/2014
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made effective as of September 4, 2014 (“**Effective Date**”) by and between Muddy Outdoors, L.L.C., a Missouri limited liability company, located at 6604 201st Street, Albia, IA 52531 (“**Assignor**”), and Outdoor Technology Group, LLC, a Minnesota limited liability company, located at 1820 N. Redding Avenue, Windom MN 56101 (“**Assignee**”).

WHEREAS, Assignor is the sole and exclusive registered owner of the right, title and interest in and to the Utility: Non-Provisional patent application for a U.S. Letters Patent and subsequently issued patent identified on Exhibit A attached hereto (the “**Patent**”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 2, 2014 (the “**Purchase Agreement**”); and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Patent. Capitalized terms not defined herein have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Intellectual Property Assignment. Subject to the terms of the Purchase Agreement (and the disclosures made therein), Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of any and all encumbrances, the entire right, title, and interest in, to, and under the Patent, including applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part, for the United States including, without limitation, all common law rights associated therewith, any renewals and extensions of such rights, and all corresponding rights that are or may be secured under the laws of the United States, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products, and proceeds in connection with any of the foregoing and all rights to sue for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Record of Assignment; Communication for USPTO. Assignor hereby authorizes the United States Commissioner for Patents to: (i) record and register this Assignment upon request by Assignee; and (ii) issue the Patent, when granted, to Assignee. Assignor agrees that all correspondence with the United States Patent and Trademark Office (the “**USPTO**”) regarding the Patent shall be by Assignee and its designated attorneys. To the extent Assignor receives correspondence or other communications from the USPTO regarding the Patent, Assignor agrees to immediately provide those communications to Assignee and inform the USPTO that Assignee and its designated attorneys are the proper recipients of all such communications.

3. Governing Law; Jurisdiction. This Assignment will be governed and construed as to its validity, interpretation, and effect by the laws of the state of Minnesota notwithstanding the choice of law rules of the state of Minnesota or any other jurisdiction. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the state of Minnesota and irrevocably agrees that all actions or proceedings relating to this Assignment will be litigated in such courts and each party waives any objection that it may have based on lack of personal jurisdiction, improper venue, or *forum non conveniens* to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

4. Further Assurances. At the reasonable request of Assignee from time to time, Assignor will execute and deliver such instruments and take such actions as to most efficiently and effectively consummate the transactions contemplated by this Assignment.

5. Miscellaneous. Nothing contained in this Assignment will be deemed to supersede, enlarge upon, or modify any of the obligations, agreements, covenants, or warranties of the parties to the Purchase Agreement contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern, supersede and prevail. This Assignment may be executed by electronic or facsimile signature and in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment may not be amended except by written instrument executed by the duly authorized officers of the parties hereto.

6. Representations and Warranties. Assignor represents and warrants that it: (i) has the right and authority to enter into this Agreement, to grant the rights and releases herein, to bind the Assignor to each and every obligation hereof and to fully comply with the terms and conditions of this Agreement; (ii) has taken all steps required to enter into this Agreement; (iii) is entering into this Agreement without violating the terms of any other agreement or arrangement; (iv) has the power and authority to perform all transactions, duties and obligations set forth herein; and (v) the person signing on behalf of such Assignor has the power to bind the Assignor.

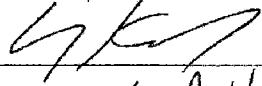
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ASSIGNEE:

MUDDY OUTDOORS, L.L.C.

OUTDOOR TECHNOLOGY GROUP, LLC

Signature: 

Signature: _____

Name: Larry Kendall

Name: _____

Title: President

Title: _____

3. Governing Law; Jurisdiction. This Assignment will be governed and construed as to its validity, interpretation, and effect by the laws of the state of Minnesota notwithstanding the choice of law rules of the state of Minnesota or any other jurisdiction. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the state of Minnesota and irrevocably agrees that all actions or proceedings relating to this Assignment will be litigated in such courts and each party waives any objection that it may have based on lack of personal jurisdiction, improper venue, or *forum non conveniens* to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ASSIGNEE:

MUDDY OUTDOORS, L.L.C.

OUTDOOR TECHNOLOGY GROUP, LLC

Signature: _____

Signature:  _____

Name: _____

Name:  _____

Title: _____

Title:  _____

EXHIBIT A

PATENT

Application Serial No. / Patent No.	Title	Filing Date
13/442,470 / 8,556,035	<i>Ladder Module and Securement System</i>	April 9, 2012

103346309v1