

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3252954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KWIKEE KWIVER CO., INC.	01/07/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALTUS BRANDS, LLC
<b>Street Address:</b>	6893 SULLIVAN ROAD
<b>City:</b>	GRAWN
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49637
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5076522
Patent Number:	5186118
Patent Number:	5265585
Patent Number:	6691694
Patent Number:	5566665
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(231)932-0636
<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>	
<b>Phone:</b>	231-932-0411
<b>Email:</b>	pam@traverselegal.com
<b>Correspondent Name:</b>	ANTHONY KLEMPPTNER
<b>Address Line 1:</b>	810 COTTAGEVIEW DRIVE
<b>Address Line 2:</b>	G-20
<b>Address Line 4:</b>	TRAVERSE CITY, MICHIGAN 49684
<b>ATTORNEY DOCKET NUMBER:</b>	ALT-001-R
<b>NAME OF SUBMITTER:</b>	ANTHONY KLEMPPTNER
<b>SIGNATURE:</b>	/s/ Anthony Klemptner
<b>DATE SIGNED:</b>	03/05/2015
<b>Total Attachments: 10</b>	

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment Agreement"), dated as of December 31, 2013 (the "Effective Date"), is by and between KWIKEE KWIVER CO., INC., a Michigan S-Corporation, referred to as (the "Assignor") and, ALTUS BRANDS, LLC, a Michigan limited liability company (the "Assignee").

WHEREAS, in connection with the Asset Purchase Agreement between the Assignee and the Assignor (the "Asset Purchase Agreement"), the Assignor wishes to assign and transfer to the Assignee its rights to the Intellectual Property Rights (as defined below) pertaining to the Kwikkee Kwiver Brands (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the parties hereto agree as follows:

### **1. Definitions and Representations.**

For purposes of this Assignment Agreement, "Intellectual Property Rights" shall mean all (a) U.S. patents and patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any designs, renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as all related foreign patents and patent applications, including utility models, design registrations and inventors' certificates, that are counterparts to such patents and patent applications; (b) U.S. and foreign trademarks, service marks, trade dress, logos, trade names and corporate names, and the goodwill associated therewith, and registrations and applications for registration thereof; (c) U.S. and foreign copyrights and rights under copyrights, including moral rights, and registrations and applications for registration thereof; (d) U.S. and foreign mask work rights and registrations and applications for registration thereof; (e) trade secrets; (f) inventions (whether or not patentable) and improvements thereto; (g) all computer software, programs and databases in any form, including, menus, images, icons, and forms, and all versions, updates, corrections, enhancements and modifications thereof, and all related documentation, developer notes, comments and annotations related thereto; (h) all claims and causes of action arising out of or related to infringement or misappropriation by any of the foregoing including the right to past damages; (i) other intellectual property rights; (j) copies and tangible embodiments thereof (in whatever form or medium) and (k) licenses (whether or not labeled as such) from third parties granting any rights with respect to any of the foregoing.

Assignor hereby warrants and represents that they have all rights, title and interest in and to the Intellectual Property Rights free and clear of any debts, liens, or other encumbrances of any kind whatsoever.

For the purposes of this Assignment Agreement, "the Brands" shall mean all products being marketed and sold during 2013 and the three years prior, including but not limited to, those

set forth in Schedule 4.

All intellectual property owned by the assignor is included in the attached schedule of trademarks and to the extent any Intellectual Property is later identified, Assignor agrees to assign it to the assignee, Altus Brands.

## **2. Assignment of Intellectual Property Rights.**

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all of its right, title, and interest (whether or not now existing) in and to the Intellectual Property Rights pertaining to its Kwikie Kwiver, X-Block, and Sidewinder quiver and archery accessories business, including, without limitation, the Patent Rights, the Marks, Copyrights and Domain Names described individually and further assigned by the following specific provisions and accompanying Schedules 1, 2, 3 and 4 of this Assignment Agreement, not including website, domain name, online blog ownership, and online written content.

## **3. Patents and Patent Applications.**

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all of its right, title, and interest (whether or not now existing) in and to all of the following patents and patent applications pertaining to the Kwikie Kwiver, X-Block and Sidewinder brands (collectively, the "Brands"), including but not limited to, those listed in the Schedule 1 (collectively, the "Patent Rights"), including the right to sue for any past infringement thereof:

(a) the provisional patent applications, patent applications and patents pertaining to the Brands (the "Patents");

(b) all patents and patent applications to which any of the Patents directly or indirectly (i) claims priority or (ii) forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of items in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to items in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing categories (b) through (d), whether or not expressly listed as Patents on attached Schedule 1 and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) all inventions, invention disclosures, and discoveries described in the Patents or in items in any of the foregoing categories (b) through (e) that (i) are included in any claim in the

Patents or an item in any of the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents or an item in any of the foregoing categories (b) through (e), or (iii) could have been included as a claim in any of the Patents or an item in any of the foregoing categories (b) through (e);

(g) all rights to apply in any and all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to an item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or an item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind, in each case for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or an item in any of the foregoing categories (b) through (h).

#### **4. Trademarks.**

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all of it right, title, and interest (whether or not now existing), anywhere in the world, in and to all of the following, together with the goodwill of the business and products associated with and symbolized by the same (collectively, the "Marks");

All trademarks, service marks, logos, trade names, sounds, trade dress, logos, packaging design, slogans, registered and unregistered trademarks and service marks, and other marks pertaining to the Brands and, including but not limited to, those set forth in Schedule 2, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and all common law rights relating thereto, and any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

For purposes of recording a trademark assignment with the United States Patent and Trademark Office (USPTO), Assignor and Assignee shall execute a separate Trade Mark Assignment Agreement.

#### **5. Copyrights.**

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all of it right, title, and interest (whether or not now existing), anywhere in the world, in and to all of the following (collectively, the "Copyrights");

All registered and unregistered copyrights in both published and unpublished works (not including website, domain name, online blog ownership, and online written content), pertaining to the Brands including but not limited to, those set forth in Schedule 3, and including all sounds and recordings, photographs, images, videos, multimedia, website content, curricula, program materials, compilations, software, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above of Assignor, including any and all renewals and extensions of such copyrights that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country, and any and all claims for past infringement thereof.

**6. Domain Names.**

Assignor hereby sells, assigns, transfers, and conveys unto Assignee or its designees, all of it right, title, and interest (whether or not now existing) in and to all of the following (collectively, the "Domain Names"):

all URLs and domain names pertaining to the Brands, including without limitation all websites and website content in whatever form, and, including but not limited to, those set forth in Schedule 3. Without limiting the foregoing, the Assignor agrees to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the Domain Names to the Assignee. The Assignor agrees that it will not register or attempt to register or use or attempt to use any domain names after the Effective Date that include, or are confusingly similar to, any of the Brands, Domain Names, Marks or Copyrights being assigned herewith or any variation thereof.

**7. Cooperation Post-Execution.**

Following the execution of this Assignment Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall request and are necessary to consummate or confirm the transactions provided for in this Assignment Agreement, to accomplish the purpose of this Assignment Agreement or to assure to the other party the benefits of this Assignment Agreement. Specifically, Assignor hereby authorizes the respective patent office, intellectual property office, or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, registered trade marks or other governmental grants or issuances that may be granted upon any of the Patent Rights, Marks, Copyrights, or pertaining to the Brands in the name of Assignee, as the assignee to the entire interest therein. The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

**8. Asset Purchase Agreement.**

The terms of the Asset Purchase Agreement, including without limitation Assignor's representations, warranties, covenants, agreements qualifications and disclaimers contained

therein, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, qualifications and disclaimers contained in the Asset Purchase Agreement shall not be superseded or expanded by this Agreement but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

#### **8. General Provisions.**

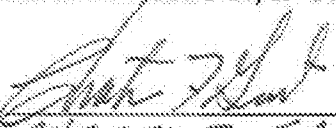
The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Michigan, without giving effect to its principles of conflicts of laws. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. In the event any dispute between the parties hereto should result in litigation or arbitration, the prevailing party shall be reimbursed for all reasonable costs in connection therewith, including, but not limited to, reasonable attorneys' fees and defense costs.

*Signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

**ASSIGNOR:**

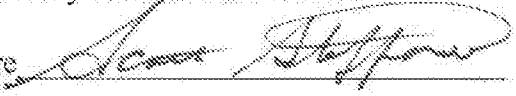
**KWIKEE KWIVER CO., INC.**

By:   
Name: CHESTER F. GRANT  
Title: PRESIDENT  
(Signature MUST be notarized)

STATE OF MICHIGAN       )  
  ) ss.  
COUNTY OF                )


On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

**ASSIGNEE:**

**ALTUS BRANDS, LLC**

By:   
Name: Brian T. Brennan  
Title: Member / Manager



Schedule 1  
"Patents"

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Patent No.: D550,532 S

Filing Date: 12/30/2005

Issue Date: 09/11/2007

Title: ARROWHEAD HONE

First Named Inventor: Robert Radocy

**Chain of Title: Robert Radocy to Sports and Recreation Technologies, LLC  
(12/29/2005); Sports and Recreation Technologies, LLC to Therapeutic Recreation  
Systems, Inc. (06/30/2011).**

## ADDENDUM TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Addendum To Intellectual Property Assignment Agreement ("Addendum"), dated as of January 7, 2014 (the "Effective Date"), is by and between KWIKEE KWIVER CO., INC., a Michigan S-Corporation, referred to as (the "Assignor") and, ALTUS BRANDS, LLC, a Michigan limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement, Intellectual Property Assignment Agreement, Trade Mark Assignment, and Patent Assignment on December 31, 2013;

WHEREAS, Assignor and Assignee wish to further memorialize the included Intellectual property made part of the Intellectual Property Assignment Agreement, Trade Mark Assignment, and Patent Assignment;

WHEREAS, Assignor and Assignee agree that this Addendum is in furtherance of their agreement to cooperate pursuant to Section 7 of the Intellectual Property Assignment Agreement and all other terms of the above-identified agreements shall remain in full force and effect;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the above-identified agreements, the parties hereto agree as follows:

1. Assignor and Assignee agree that the attached entitled "Inventory of Kwikkee Kwiver Company Inc.'s Patents and Trademarks" shall be made part of and incorporated into the Intellectual Property Assignment Agreement as follows:
  - a. items 1-19 are hereby included in Intellectual Property Assignment Agreement Schedule 2 "Marks", save any duplicates;
  - b. and items 20-35 are hereby included in Intellectual Property Assignment Agreement Schedule 1 "Patents".
2. Assignor and Assignee further agree that items 1-19 in the attached entitled "Inventory of Kwikkee Kwiver Company Inc.'s Patents and Trademarks" are hereby included in Schedule A of the Trade Mark Assignment, save any duplicates.
3. Assignor and Assignee further agree that items 20-35 in the attached entitled "Inventory of Kwikkee Kwiver Company Inc.'s Patents and Trademarks" are hereby included in Schedule A of the Patent Assignment.

*Signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

ASSIGNOR:

KWIKEE KWIVER CO., INC.

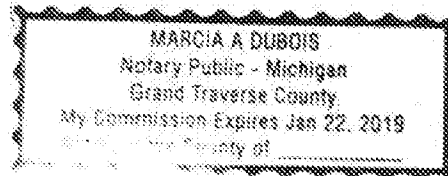
By: [Signature]  
Name: John P. [unclear]  
Title: President  
(Signature MUST be notarized)

STATE OF MICHIGAN       )  
  ) ss.  
COUNTY OF Grand Traverse

On January 10, 2013, before me, Marcia A. Dubois, Notary Public in and for said State, personally appeared John P. [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ASSIGNEE:

ALTUS BRANDS, LLC

By: [Signature]  
Name: Brian T. Brennan  
Title: Member / Manager

## **II. UNITED STATES PATENTS**

### **Expired US Patents:**

- 20. US Patent 3,584,615 for Bowstring Silencer
- 21. US Patent 4,156,496 for Bow-Mounted Arrow Quiver
- 22. US Patent Des. 248,040 for Combined Quiver and Mount
- 23. US Patent Des. 295,655 for Cable Guard for Compound Archery Bows
- 24. US Patent 4,704,800 for Bow Sight-Mounting and Accessory-Mounting Apparatus
- 25. US Patent 4,805,584 for Lightweight Collapsible Archery Quiver
- 26. US Patent Des. 331,319 for Arrow Quiver

### **US Patents in Effect:**

- 27. US Patent 5,076,522 for Detachable Field Mount for Arrow Quivers (expires 6/14/2010)
- 28. US Patent 5,186,118 for Windage-Gauging Method and Apparatus for Hunters (expires 7/3/2011)
- 29. US Patent 5,265,585 for Double-Locking Mount for Arrow Quiver (expires 1/10/2012)
- 30. US Patent 5,507,111 for Gun Support (expires 9/1/2014)
- 31. US Patent 5,566,665 for Method and Apparatus for Mounting Archery Quivers and the Like on Archery Bows (expires 10/20/2014) Assignment to Kwikkee Kwiver registered with the USPTO
- 32. US Patent 6,390,085 for Arrow Quiver for Retractable-Blade Broadheads (expires 5/21/2022)
- 33. US Patent 6,691,694 for Bow-Mounted Arrow Quiver with Stacked Arrow Mounting (expires 2/17/2024). Assignment to Kwikkee Kwiver registered with the USPTO.

## **III. FOREIGN PATENTS**

### **Expired Foreign Patents:**

- 34. Canadian Patent 1 093 917 for Bow Mounted Arrow Quiver corresponding to US Patent 4,146,496 (expired)

### **Foreign Patents in Effect:**

- 35. Canadian Patent 2 081 431 for Double-Locking Mount for Arrow Quiver corresponding to US Patent 5,265,585 (expires 10/26/2012)