# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3487964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DALE PERRY	06/10/2015

# **RECEIVING PARTY DATA**

Name:	BARNETT OUTDOORS, LLC	
Street Address:	955 E. LIVE OAK	
City:	TARPON SPRINGS	
State/Country:	FLORIDA	
Postal Code:	34689	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14829047

## **CORRESPONDENCE DATA**

**Fax Number:** (337)593-7761

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.

**Phone:** 3375937623

Email:rwaddell@joneswalker.comCorrespondent Name:ROBERT L. WADDELL

Address Line 1: 600 JEFFERSON STREET, SUITE 1600

Address Line 4: LAFAYETTE, LOUISIANA 70501

ATTORNEY DOCKET NUMBER:	43799/155476-01	
NAME OF SUBMITTER:	ROBERT L. WADDELL	
SIGNATURE:	/Robert L. Waddell/	
DATE SIGNED:	08/18/2015	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 5**

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> PATENT REEL: 036350 FRAME: 0867

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#### Patent Assignment Agreement

This Patent Assignment Agreement ("Patent Assignment"), with an effective date of June 10, 2015 (the "Effective Date"), is made by Dale Perry, an Arizona resident residing at 16408 W. Mohave Street, Goodyear, AZ 85338 (the "Seller") in favor of Barnett Outdoors, LLC, a Florida limited liability company located at 955 E. Live Oak Street, Tarpon Springs, Florida 34689 (the "Purchaser").

#### Background

- A. Seller, some of Seller's affiliates, and Purchaser have entered into an Asset Purchase Agreement dated the Effective Date (the "Asset Purchase Agreement") under which Purchaser is acquiring substantially all of the Seller's assets.
- B. Under the Asset Purchase Agreement, as of the Effective Date, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller. In connection with consummating the transactions under the Asset Purchase Agreement, Seller has also agreed to sign and deliver this Patent Assignment for recording with governmental authorities, including the U.S. Patent and Trademark Office ("USPTO").

Accordingly, the parties hereby agree as follows:

#### Agreement

- 1. <u>Assignment</u>. In consideration for consummating the transactions contemplated by the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, Seller's entire right, title, and interest, throughout the world, in and to the following (the "Assigned Patents"):
- (a) (i) the patents and patent applications set forth on the attached Schedule 1; (ii) all patents that issue from those patent applications; (iii) all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any patent or patent application described in the preceding subclauses (i) and (ii); (iv) any patents or patent applications from which anything described in subclauses (i) through (iii) claim priority or that claim priority from any of them; (v) all inventions disclosed and claimed in anything described in the preceding subclauses (i) through (iv); and (vi) all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals of any patents and patent applications arising from anything described in the preceding subclauses (i) through (v) (everything described in this clause (a) is collectively, the "Patents");
- (b) all rights of any kind accruing under any of the Patents provided by all applicable law of any jurisdiction anywhere in the world and by all international treaties and conventions throughout the world;
- (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable arising from or relating to anything described in the preceding clauses (a) and (b); and
- (d) all claims and causes of action arising from or relating to anything described in the preceding clauses (a), (b), or (c), whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

PATENT REEL: 036350 FRAME: 0868 past, present, and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. No Reversion. Seller acknowledges that Purchaser's acquisition of the Assigned Patents in accordance with the Purchase Agreement is irrevocable and that Seller has no right to seek or obtain rescission of this Patent Assignment or reversion of the Assigned Patents to Seller.
- 3. Recording and Further Actions. Seller hereby authorizes the Commissioner for Patents of the USPTO and any other governmental officials anywhere in the world to record and register this Patent Assignment upon request by Purchaser. At all times after the Effective Date, without limiting Seller's obligations under Sections 5.15 and 5.19 of the Asset Purchase Agreement, Seller shall take all lawful actions (including the signing and delivery of any documents, files, registrations, or other similar items) to ensure that the Assigned Patents are properly assigned to Purchaser, or any assignee or successor to Purchaser.
- 4. Terms of the Asset Purchase Agreement. This Patent Assignment is intended only to evidence the consummation of the Seller's transfer, conveyance, and assignment to Purchaser of the Assignment does not, in any way, affect any aspect of the Asset Purchase Agreement. Accordingly, this Patent Assignment conflicts in any way with the Asset Purchase Agreement, then the Asset Purchase Agreement governs.
- 5. <u>Counterparts.</u> The parties may sign this Patent Assignment in multiple counterparts. Each signed counterpart is considered an original document, but all signed counterparts when taken together constitute one original document. A party may effectively deliver that party's signed counterpart of this Patent Assignment by facsimile or by e-mail of a non-editable PDF copy.
- 6. Successors and Assigns. Subject to Section 7.5 of the Asset Purchase Agreement, this Patent Assignment binds and benefits the parties and their respective successors and assigns.
- 7. Governing Law. United States law and Illinois law (without regard to Illinois' or any other jurisdiction's conflict-of-laws principles) exclusively govern any matter arising from or relating to this Patent Assignment and the transactions contemplated by it.

\*\*\*\*\*Signature Page Follows\*\*\*\*\*

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	Dale Perry, individually
	Barnett Outdoors, LLC
	Ву:
	Name:
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The Seller and Purchaser have signed and delivered this Patent Assignment Agreement as of the Effective Date.

Dale Perry, individually

Barnett Outdoors, LLC

Name: JOHN ! PREUSSER

Title: CHIEF FINANCIAL OFFICER

# SCHEDULE 1 OF PATENT ASSIGNMENT AGREEMENT ASSIGNED PATENTS AND PATENT APPLICATIONS

Publication Number	Title
U.S. Patent Application No.	Insert/Outsert System for
62/040,049, filed August 21, 2014	Archery Arrow Components
U.S. Patent 8,684,869	Arrowhead mechanical blade retention system
US. Patent Application No.	Arrowhead mechanical blade
61/749,898, filed January 7, 2013	retention system
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**RECORDED: 08/18/2015** 

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