

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4019444

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KIM DENTON WEST	11/19/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LEON H. GREIF	
<b>Street Address:</b>	200 STILL SPRING HOLLOW COURT	
<b>City:</b>	NASHVILLE	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37221	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D646612	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(615)244-6804	
<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>	615-850-8791	
<b>Email:</b>	patentdocket@wallerlaw.com	
<b>Correspondent Name:</b>	BLAKE M. BERNARD	
<b>Address Line 1:</b>	511 UNION STREET	
<b>Address Line 2:</b>	SUITE 2700	
<b>Address Line 4:</b>	NASHVILLE, TENNESSEE 37219	
<b>ATTORNEY DOCKET NUMBER:</b>	031181.57056	
<b>NAME OF SUBMITTER:</b>	BLAKE M. BERNARD	
<b>SIGNATURE:</b>	/Blake M. Bernard, Reg. #72435/	
<b>DATE SIGNED:</b>	08/23/2016	
<b>Total Attachments: 5</b>		
source=AddendumToAgreementToPurchase#page1.tif		
source=AddendumToAgreementToPurchase#page2.tif		
source=AddendumToAgreementToPurchase#page3.tif		
source=AddendumToAgreementToPurchase#page4.tif		
source=AddendumToAgreementToPurchase#page5.tif		

## ADDENDUM TO AGREEMENT TO PURCHASE

This agreement ("**Agreement**") to transfer various tangible and intellectual property assets associated with the "Nuttin' Butt Huntin'" product line of duck shaped vehicle attachments ("**Product**"), is made by Kim Denton West ("**Seller**"), an individual residing in Springfield, TN, and Leon H. Greif ("**Buyer**"), an individual residing in Nashville, TN, in connection with the transfer of certain assets of Seller to Buyer pursuant to AGREEMENT TO PURCHASE "NUTTIN' BUTT HUNTIN'", signed by the parties as of November 13, 2015 (the "**Principal Agreement**").

Now, Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Amendments to the Principal Agreement. The Principal Agreement shall be amended as follows:
  - (a) the last sentence of the first paragraph is hereby replaced with the following:

"Kim Denton West hereby warrants, represents, and guarantees that there are no encumbrances, liabilities or claims against the former Nuttin' Butt Huntin' LLC, or any claims or actions that would otherwise effect the validity of U.S. Trademark Registration #4,584,600 or U.S. Patent #D646,612."
  - (b) Line Item 1 under the "Purchasing the following:" section is amended to read #USD646,612 with the trailing 5 deleted.
  - (c) Line Item 2 under the "Purchasing the following:" section is amended to read "NUTTIN' BUTT HUNTIN'" to comport with the trademark on the official trademark registration.
  - (d) Line Item 4 under the "Purchasing the following:" section is deleted in its entirety.
2. Intellectual Property Assignment. In consideration for the execution of the Principal Agreement, the payment of the consideration stipulated in the Principal Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(c) any and all unpatented designs, ideas, inventions, technical drawings, models, molds, sketches, etc. associated with the Product and developed by Seller, whether patented or unpatented.

(d) any and all unregistered or common law trademarks associated with the Product, including all logos, tradenames, trade dress, designs, or other designations of product origin.

(e) any and all copyrights, whether registered or unregistered, including all designs, images, text, labels, etc. for the packaging, marketing, instructions, and other promotional materials associated with the Product, including those promotional materials set forth in Schedule 3 hereto.

(f) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, 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.

3. Terms of the Principal Agreement. Other than the terms amended in section 1 of this Agreement, the terms of the Principal Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the unamended terms in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the unamended terms of the Principal Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. The "closing date" referred to in the Principal Agreement shall be the date that this Agreement is signed by both parties.

4. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO, as well as other national, federal, state, or foreign government officials to record and register these intellectual property assignments Assignments upon request by Buyer. Seller shall execute any and all documents and take all other further actions as reasonably requested by Buyer to effectively transfer ownership of the

Assigned intellectual property including, but not limited to, assignments, transfers and related powers of attorney.

5. Introduction to Manufacturers. Seller agrees to provide contact information for and facilitate introductions between the buyer and the current manufacturers and marketing companies for the Product.

6. Facebook Page. Seller agrees to transfer control of the Nuttin' Butt Huntin' facebook page set forth in Schedule 3 hereto to buyer upon closing.

7. General.

(a) Entire Agreement. This Agreement, together with the Principal Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date written below.

KIM DENTON WEST

By: Kim D. West

Date: 11/19/15

AGREED TO AND ACCEPTED:

LEON H. GREIF

By: Leon H. Greif

Date: 11/19/2015

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Tiffany Burford Taylor a Notary Public of the state and county aforesaid, personally appeared Kim Denton West and Leon H. Greif, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged that they are the within named Parties, and that they executed the foregoing instrument for the purposes therein contained.

This 19<sup>th</sup> day of November, 2015.

Tiffany Burford Taylor  
Notary Public

My commission expires: 3/10/19



MY COMMISSION EXPIRES:  
MARCH 10, 2019

**SCHEDULES**

**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

1. U.S. DESIGN APPLICATION #D646,612.

**SCHEDULE 2**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

1. U.S. TRADEMARK REGISTRATION #4,584,600 FOR THE WORD MARK NUTTIN' BUTT HUNTIN'.

**SCHEDULE 3**

**COPYRIGHTED WORKS AND WEBPAGES**

1. ALL MATERIALS ASSOCIATED WITH THE FACEBOOK PAGE LOCATED AT  
<HTTPS://WWW.FACEBOOK.COM/NUTTINBUTTHUNTIN/?FREF=TS>