

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4630757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OUTDOOR LEISURE PRODUCTS, INC	09/27/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MASTERBUILT MANUFACTURING, LLC
<b>Street Address:</b>	1 MASTERBUILT COURT
<b>City:</b>	COLUMBUS
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	31907
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D604090
Patent Number:	D605892
Patent Number:	D614434
Patent Number:	D621201
Patent Number:	D627590
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)286-6907
<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>	4048153500
<b>Email:</b>	docketing@sgrlaw.com
<b>Correspondent Name:</b>	SMITH, GAMBRELL & RUSSELL
<b>Address Line 1:</b>	SUITE 3100, PROMENADE
<b>Address Line 2:</b>	1230 PEACHTREE STREET, N.E.
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	031312.001
<b>NAME OF SUBMITTER:</b>	DALE LISCHER
<b>SIGNATURE:</b>	/Dale Lischer/
<b>DATE SIGNED:</b>	10/06/2017
<b>Total Attachments: 6</b>	

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made as of September 27, 2017, from Outdoor Leisure Products, Inc., a Missouri corporation ("Assignor") the owner of the referenced intellectual property, to Masterbuilt Manufacturing, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

**WHEREAS**, Assignor is the owner of the entire right, title and interest in, to and under the intellectual property listed on Exhibits A and B attached hereto and incorporated herein by reference, including, (i) the patents and patent applications set forth on Exhibit A hereto and incorporated herein by reference, the inventions claimed or described therein, any foreign patents, patent applications, utility models or other equivalents corresponding thereto or otherwise claiming priority thereto, including any reexamination, renewals and reissues of same already granted and which may be granted, and any divisional, continuation and continuation-in-part applications claiming priority from same or their foreign counterparts, together with additions thereto, substitutions therefor and modifications thereof, any Letters Patent and issues thereof which may be granted upon said patent applications, and any shop rights corresponding to any of the foregoing ("Patents"); (ii) the trademarks set forth on Exhibit B attached hereto and incorporated herein by reference, all United States and foreign trademarks, trade names, service marks, whether registered or unregistered, logos, designs, slogans, domain names, product and packaging designs owned by the Assignor and any registrations or applications for registration thereof as well as any variations in spelling, punctuation, or appearance of such marks, logos, designs or slogans, whether foreign or domestic, and any goodwill associated therewith to the extent any of the foregoing are owned by Assignor and used exclusively in the operation of the Assignor's Smoke Hollow business ("Trademarks"); (iii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise; (iv) 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 or in response to an audit of past payments; and (v) with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for 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 (collectively, the "Intellectual Property").

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's worldwide rights, title and interest in, to and under the Intellectual Property.

2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors and assigns, all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement of the Intellectual Property, the right to sue for and collect same for its own use and enjoyment, including the right to collect for past damages, and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to record the Patents and Trademarks, the right, title and interest therein, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment; and Assignor further hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign jurisdiction whose duty it is to issue patents and trademarks on any foreign applications, to issue each and every Letters Patent and Certificates of Registration to be granted upon the Patents and Trademarks to the Assignee, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein, in accordance with this Assignment.

4. Assignor hereby agrees to execute, upon request, any and all further papers which may be necessary or desirable to enable the Assignee, its successors and assigns, to file and prosecute the Intellectual Property; and Assignor further agrees to execute any and all further papers which may be necessary or desirable to vest or perfect the title of Assignee, its successors and assigns, in and to the Intellectual Property throughout the world.

- a. The undersigned hereby authorize the law firm of Smith, Gambrell & Russell, LLP to file the present Assignment with the United States Patent & Trademark Office; and
- b. To the extent that it is necessary to correct errors in the Assignment or to otherwise amend the Assignment in order to make the Assignment suitable for recording, the undersigned authorize the law firm of Smith, Gambrell & Russell, LLP to prepare and present any such materials to the undersigned to execute, and to file any such materials with the United States Patent & Trademark Office.

5. Except to the extent federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

OUTDOOR LEISURE PRODUCTS, INC.

By: Rick Davidson

Name: Rick Davidson

Title: Chief Executive Officer

State of: Missouri )

) ss:

County of: Jasper )

On this 22<sup>nd</sup> day of Sept, 2017, before me personally came the above named Rick Davidson personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

Regina Gower  
Notary Public

My Commission Expires:



MASTERBUILT MANUFACTURING, LLC

By: \_\_\_\_\_

Name: T. Terence Culmone

Title: Vice President

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

OUTDOOR LEISURE PRODUCTS, INC.

By: \_\_\_\_\_

Name: Rick Davidson

Title: Chief Executive Officer

State of: \_\_\_\_\_ )

) ss:

County of: \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me personally came the above named \_\_\_\_\_ personally known to me or satisfactorily proven to be the same individual who executed the foregoing Assignment of his/her own free will for the use and purpose therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:

MASTERBUILT MANUFACTURING, LLC

By:  \_\_\_\_\_

Name: T. Terence Culmone

Title: Vice President

[Signature Page to IP Assignment]

**EXHIBIT A**

**PATENTS**

<b>Filing Jurisdiction</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	D604,090 S	November 17, 2009
United States	D605,892 S	December 15, 2009
United States	D614,434 S	April 27, 2010
United States	D621,201 S	August 10, 2010
United States	D627,590 S	November 23, 2010

**EXHIBIT B**

**TRADEMARKS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
SMOKE HOLLOW	3,149,798	9/26/2006
SPORTABLE	3,636,055	6/9/2009
SMOKE CHEF	4,787,428	8/4/2015
SMOKE TRONIX	4,989,827	6/28/2016