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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5592648

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOSEPH R. MANCUSO JR	06/25/2019

RECEIVING PARTY DATA

Name:	OUTDOOR PRODUCT INNOVATIONS, INC.
Street Address:	PO BOX 1377
City:	ELYRIA
State/Country:	ОНЮ
Postal Code:	44036

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	9314013
Patent Number:	D690388
Patent Number:	D701937

CORRESPONDENCE DATA

Fax Number: (216)696-1210

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: 2166961422

Email: kmh@mccarthylebit.com Correspondent Name: KRISTEN M. HOOVER

Address Line 1: 101 W. PROSPECT AVE, SUITE 1800

Address Line 4: CLEVELAND, OHIO 44115

ATTORNEY DOCKET NUMBER:	13527-47
NAME OF SUBMITTER:	KRISTEN M. HOOVER
SIGNATURE:	/kmh/
DATE SIGNED:	06/26/2019

Total Attachments: 6

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PATENT REEL: 049598 FRAME: 0361

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of June 2019, is made by Joseph R. Mancuso, Jr. and All-In Outdoors, LLC, an Ohio limited liability company (collectively the "Sellers" and each a "Seller"), in favor of Outdoor Product Innovations, Inc., an Ohio corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of June 20, 2019 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seilers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the Ohio Secretary of State; and

NOW THEREFORE, each Seller agrees as follows:

- 1. <u>Assignment</u>. For 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 on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
- (b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- (c) 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;
- (d) 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
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney,

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or other documents, as may be [reasonably] necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase 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 terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

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PATENT REEL: 049598 FRAME: 0363 **IN WITNESS WHEREOF**, each Seller has duly executed and delivered this IP Assignment as of the date first above written.

Joseph R. Mancuso, Jr.

Name: Joseph R. Mancuso, Jr.

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ACKNOWLEDGMENT STATE OF OHIO

COUNTY OF LORAIN

On the _____ day of _____ 2019, before me personally appeared Joseph R. Mancuso, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed/the free act and deed of Seller for the uses and purposes mentioned in the instrument.

Notary Public Printed Name:

My Commission Expires: <u>/ 4 - みしみ</u>さ

Catherine M. Nadolski Notary Public, State of Ohio My Commission Expires:

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All-in Outdoors, LLC an Ohio limited liability company

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ACKNOWLEDGMENT STATE OF OHIO

COUNTY OF LORAIN

On the _______ day of ________ 2019, before me personally appeared Joseph R. Mancuso, Jr., the Sole Member of **All-in Outdoors**, LLC, an Ohio limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed/the free act and deed of Seller for the uses and purposes mentioned in the instrument.

Notary Public Printed Name:

Catherine M. Nadolski Notary Public, State of Ohio My Commission Expires:

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Patents</u>

Title	Country	Patent Number	issue Date
TOTE FOR DRAGGING TAKEN GAME	US	9,314,013 82	รู้ก่องจากจากจากจากจากจากจากจากจำกับได้ได้ได้ได้ได้ได้ได้ได้ได้ได้ได้ได้ได้ไ

Title	Country	Application Number	Issue Date
SET OF TWO IDENTICAL TOTE	US	D690,388 S	Sep. 24, 2013
COMPONENTS FOR DRAGGING A			
GAME CARCASS			

Title	Country	Application Number	Issue Date
SET OF TWO IDENTICAL TOTE	US	D701,937 S	Apr. 1, 2014
COMPONENTS FOR DRAGGING A			
GAME CARCASS		-4	
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Patent Applications

Title	Country	Application Number	Filing Date
N/A	Selektrik de programment in met de komunika et de leiter en	***	::::::::::::::::::::::::::::::::::::::
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SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Country	Registration Number	Registration Date
LEG CUFF TAG'EM &	US	STATE OF OHIO	Nov. 21, 2013
DRAG'EM		CERTIFICATE 2247650	
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Trademark Applications

Mark	Country	ITU Status	Application Serial Number	Filing Date
N/A				

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PATENT REEL: 049598 FRAME: 0367

RECORDED: 06/26/2019