

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WINNER'S CHOICE CUSTOM BOWSTRINGS LLC	01/01/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TOG-IP LLC	
<b>Street Address:</b>	1325 JOHN STREET	
<b>City:</b>	WEST HENRIETTA	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	14586	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9612076
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
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<b>SIGNATURE:</b>	/Beth Rood/	
<b>DATE SIGNED:</b>	08/14/2019	
<b>Total Attachments: 89</b>		
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## IP TRANSFER, LICENSE AND MANAGEMENT AGREEMENT

**THIS IP TRANSFER, LICENSE AND MANAGEMENT AGREEMENT** ("Agreement"), effective as of January 1, 2019 ("Effective Date"), is entered into by and among:

**THE OUTDOOR GROUP, LLC**, a Delaware limited liability company ("**Parent**");

**TOG-IP LLC**, a Delaware limited liability company ("**Manager**"); and

**CAMX OUTDOORS LLC**, a Delaware limited liability company, **CBE ARCHERY LLC**, a Delaware limited liability company, **ELITE OUTDOORS LLC D/B/A THE OUTDOOR GROUP SALES AND DISTRIBUTION**, a Delaware limited liability company, **OUTDOOR GROUP GAME CALLS LLC D/B/A DUEL GAME CALLS**, a Delaware limited liability company, **PERFECT FORM MANUFACTURING LLC**, a Delaware limited liability company, **SCOTT ARCHERY LLC**, a Delaware limited liability company, **SLICK TRICK LLC**, a Delaware limited liability company, **SOLID BROADHEAD LLC**, a Delaware limited liability company, and **WINNER'S CHOICE BOWSTRINGS LLC**, a Delaware limited liability company (individually, "**Affiliate**;" collectively, "**Affiliates**").

### **RECITALS**

**WHEREAS**, Manager and Affiliates are each a first-tier subsidiary or second-tier subsidiary of Parent;

**WHEREAS**, Affiliates own and use certain intellectual property to manufacture, sell and distribute Products (defined below);

**WHEREAS**, Affiliates desire to transfer and sell such intellectual property to Manager, and Manager desires to own, manage and maintain such intellectual property;

**WHEREAS**, Perfect Form Manufacturing LLC and Elite Outdoors LLC d/b/a The Outdoor Group Sales and Distribution (collectively, "**Operating Group**") desire to continue using such intellectual property to manufacture, sell and distribute Products; and

**WHEREAS**, Manager desires to license such intellectual property to Operating Group, subject to the terms and conditions provided below.

**NOW THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent, Manager and each Affiliate (individually, a "**Party**;" collectively, the "**Parties**") hereby agree as follows:

## ARTICLE 1 – DEFINITIONS

For purposes of this Agreement, the following terms will have the respective meanings set forth below:

**“Authorized Sublicensee”** will have the meaning provided for such term in **Section 3.6** of this Agreement.

**“Business Activities”** means any and all business purposes and business conduct of Operating Group, including, without limitation, the design, development, testing, manufacture, use, advertisement, marketing, promotion, offer for sale, sale, lease, distribution, import and export of Products worldwide.

**“Confidential Information”** means the Managed IP, the Third Party IP, the financial terms of this Agreement, the Intellectual Property of the Parties, and the business, financial, legal, technical and other confidential information of the Parties, excluding any portion of the foregoing that: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) is provided to the receiving Party by a third party who has the legal right to do so without breaching a duty owed to the disclosing Party; or (c) is required to be disclosed pursuant to a court order, provided that the receiving Party will provide the disclosing Party with sufficient advance notice to allow the disclosing Party to seek a protective order or to contest any such court order.

**“Exhibit”** means each of the Patent Exhibits and Trademark Exhibits, each of which identifies certain Intellectual Property being transferred and sold to Manager by Parent or one of the Affiliates under this Agreement.

**“General License”** will have the meaning provided for such term in **Section 3.3** of this Agreement.

**“Intellectual Property”** means: (a) all Patent Rights; (b) all Marks; (c) all content, text, user manuals, photographs, videos, graphics, software, works of authorship (whether or not copyrightable), future derivatives, enhancements and modifications of works of authorship, all rights to create derivatives of works of authorship, all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” related to works of authorship, and all copyright applications and copyright registrations; (d) all trade secrets, technical information, product specifications, drawings, proprietary information and data; and (e) all other intellectual property rights of any type, whether statutory or arising under common law, recognized in any jurisdiction throughout the world.

**“ITU Applications”** means the intent-to-use trademark applications identified on the attached **Appendix A**.

**“Management Expenses”** means the expenses and costs incurred by Manager as the result of performing the Management Services.

**"Managed IP"** means the Purchased IP and all other Intellectual Property acquired or owned by Manager before or after the Effective Date.

**"Management Services"** means Manager's obligations and responsibilities under **Article 7** of this Agreement.

**"Marks"** means all trademarks, service marks, designs, logos, slogans, business names, product names, identifiers of goods or services, trademark applications, service mark applications, trademark registrations, service mark registrations and trade dress, as well as all goodwill of the business symbolized by the foregoing items.

**"Patent Exhibits"** means the attached **Patent Exhibits A through G**.

**"Patent License"** will have the meaning provided for such term in **Section 3.1** of this Agreement.

**"Patent Rights"** means all inventions, patent applications and patents.

**"Products"** means any and all products and services.

**"Purchased IP"** means:

(a) the patent applications and patents identified in the Patent Exhibits, together with the inventions described in such patent applications and patents;

(b) the Marks identified or otherwise set forth in the Trademark Exhibits, together with the goodwill of the business symbolized by such Marks; and

(c) all Intellectual Property embodied by, applicable to or related to Products made, used or sold by any Affiliate before the Effective Date, excluding the ITU Applications and Third Party IP.

**"Recovery(ies)"** means all royalties, profits, income, sales, fines, attorney fees, losses, damages and monetary amounts awarded by a court or arbitrator.

**"Third Party IP"** means Intellectual Property that: (a) is owned by, or subject to the rights of, a Third Party; (b) has been licensed to any Party by such Third Party subject to license terms; and (c) is licensable by such Party to Operating Group in accordance with such license terms, including, without limitation, U.S. Patent No. 7,997,259 that has been licensed to Elite Outdoors LLC under that certain Confidential Settlement and License Agreement between Elite Outdoors LLC, Darton Archery, Inc. and Rex Darlington dated January 8, 2010. The Purchased IP and Managed IP will not include any Third Party IP.

**"Third Party"** means any person or entity other than the Parties.

"Third Party License" will have the meaning provided for such term in Section 3.4 of this Agreement.

"Trademark Exhibits" means the attached Trademark Exhibits A through J.

"Trademark License" will have the meaning provided for such term in Section 3.2 of this Agreement.

## ARTICLE 2 – TRANSFER AND SALE

**2.1 Transfer and Sale.** In consideration of One Dollar (\$1.00), the consideration provided in Article 9 below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Affiliates hereby jointly and severally transfer, convey, assign, and confirm unto Manager, its successors and assigns forever (and Manager, by these presents, hereby agrees to acquire from Affiliates), all of Affiliates' right, title and interest in and to the Purchased IP and all income, royalties, damages and payments due or payable to any and all Affiliates as of the Effective Date or thereafter in connection with the Purchased IP, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchased IP, together with the right to sue for, and collect the same, **TO HAVE AND TO HOLD**, all and singular, the Purchased IP with all appurtenances thereto, unto Manager, its successors and assigns, to its and their own use forever.

**2.2 Assignment Instruments – Exhibits.** Each Exhibit specifies certain Purchased IP and includes a signature block to be signed by one of the assigning Parties. Upon the execution of this Agreement or upon Manager's request thereafter, such Party will execute and deliver such Exhibit to Manager.

## ARTICLE 3 – LICENSES

**3.1 Patent License.** Subject to the terms and conditions of this Agreement, Manager hereby grants to Operating Group, a worldwide, non-assignable, sublicensable (pursuant to Section 3.6), paid-up, royalty-free, exclusive license, under the Patent Rights of the Managed IP, to conduct the Business Activities in any and all fields of use ("**Patent License**"). The Patent License will automatically terminate upon the termination of this Agreement.

**3.2 Trademark License.** Subject to the terms and conditions of this Agreement, and effective only upon any applicable Quality Approval, Manager hereby grants to Operating Group, a worldwide, revocable, non-assignable, sublicensable (pursuant to Section 3.6), paid-up, royalty-free, exclusive license to use, reproduce, copy, apply and display the Marks of the Managed IP (and use the associated goodwill) for the Business Activities in any and all fields of use ("**Trademark License**"). The Trademark License will automatically terminate upon the termination of this Agreement.

**3.3 General License.** To the extent that the Patent License and Trademark License do not provide Operating Group with rights to any portion of the Managed IP (including, without limitation, Product specifications and related trade secrets, and marketing content and related copyrights), subject to the terms and conditions of this Agreement, Manager hereby grants to

Operating Group, a worldwide, non-assignable, sublicensable (pursuant to **Section 3.6**), paid-up, royalty-free, exclusive license to use, distribute, reproduce, copy, create derivative works of, distribute copies of, perform and display such portion of the Managed IP for the Business Activities in any and all fields of use ("**General License**"). The General License will automatically terminate upon the termination of this Agreement.

**3.4 License to Third Party IP.** In the event that any Affiliate has a license to any Third Party IP, to the extent permitted by the applicable Third Party license terms, such Affiliate hereby grants Operating Group, a worldwide, royalty-free, nonexclusive license to use, distribute, reproduce, copy, create derivative works of, distribute copies of, perform and display such Third Party IP for the Business Activities in any and all fields of use ("**Third Party License**"). The Third Party License will automatically terminate upon the termination of this Agreement.

### **3.5 Intent-To-Use Trademark Applications.**

**3.5.1 Delayed Transfer.** The Parties acknowledge that Parent and Affiliate, Slick Trick LLC, own the ITU Applications. The Purchased IP will not include the ITU Applications. After Parent and such Affiliate file in the U.S. Patent and Trademark Office, allegations of use or statements of use for their ITU Applications, Parent and such Affiliate will assign and transfer the ITU Applications to Manager, together with the associated goodwill. Upon such assignment, the ITU Applications will become part of the Managed IP.

**3.5.2 License by Parent; Quality Control.** The Parties acknowledge that Section 1 of **Appendix A** specifies the Marks of the ITU Applications that are owned by Parent. Between the Effective Date and the date that Parent assigns and transfers such Marks to Operating Group, subject to the terms and conditions of this Agreement, and effective only upon any applicable quality approval provided by Parent under this Section, Parent hereby grants to Operating Group, a worldwide, revocable, non-assignable, sublicensable (pursuant to **Section 3.6**), paid-up, royalty-free, exclusive license to use, reproduce, copy and apply such Marks and the associated goodwill for the Business Activities in any and all fields of use. Such license will automatically terminate upon the termination of this Agreement. All Products sold, leased or distributed by Operating Group through the use of, or in connection with, such Marks will be merchantable and of good quality and, at a minimum, conform to no less than reasonable and customary industry standards applicable to such Products. Prior to marketing, leasing, selling or distributing any Product in connection with such Marks, Operating Group will provide Parent with access to or possession of one or more samples of such Product and all related print, labels, decals, stickers, emblems, graphics, images, content, signs, sales literature, advertising, statements for written or audio distribution, packaging and other materials, whether in electronic or physical form, that bear or display any of such Marks. Operating Group will not have any right to market, lease, sell or distribute such Product unless and until Parent provides Operating Group with Parent's prior written quality approval of such Product and such materials. At Parent's request from time to time, Operating Group will provide Parent with updated samples of Products and materials bearing such Marks, and Parent may revoke any quality approval in the case of quality concerns.

**3.5.3 License by Slick Trick LLC; Quality Control.** The Parties acknowledge that Section 2 of **Appendix A** specifies the Marks of the ITU Applications that are owned by

Affiliate, Slick Trick LLC. Between the Effective Date and the date that such Affiliate assigns and transfers such Marks to Operating Group, subject to the terms and conditions of this Agreement, and effective only upon any applicable quality approval provided by such Affiliate under this Section, such Affiliate hereby grants to Operating Group, a worldwide, revocable, non-assignable, sublicensable (pursuant to **Section 3.6**), paid-up, royalty-free, exclusive license to use, reproduce, copy and apply such Marks and the associated goodwill for the Business Activities in any and all fields of use. Such license will automatically terminate upon the termination of this Agreement. All Products sold, leased or distributed by Operating Group through the use of, or in connection with, such Marks will be merchantable and of good quality and, at a minimum, conform to no less than reasonable and customary industry standards applicable to such Products. Prior to marketing, leasing, selling or distributing any Product in connection with such Marks, Operating Group will provide such Affiliate with access to or possession of one or more samples of such Product and all related print, labels, decals, stickers, emblems, graphics, images, content, signs, sales literature, advertising, statements for written or audio distribution, packaging and other materials, whether in electronic or physical form, that bear or display any of such Marks. Operating Group will not have any right to market, lease, sell or distribute such Product unless and until such Affiliate provides Operating Group with such Affiliate's prior written quality approval of such Product and such materials. At such Affiliate's request from time to time, Operating Group will provide such Affiliate with updated samples of Products and materials bearing such Marks, and such Affiliate may revoke any quality approval in the case of quality concerns.

### **3.6 Sublicensing.**

**3.6.1 Nonexclusive Sublicensing.** Manager acknowledges that Operating Group may desire to authorize certain Third Parties to nonexclusively use the Managed IP, such as contractors, distributors and resellers acting on behalf of Operating Group. Therefore, Operating Group may sublicense the Patent License, Trademark License, General License and Third Party License (to the extent sublicensable) on a nonexclusive basis to Third Parties who render services to or act on behalf of Operating Group.

**3.6.2 Exclusive Sublicensing.** If Operating Group desires to grant to a Third Party, an exclusive sublicense of the Patent License, Trademark License, General License or Third Party License, Operating Group may provide Manager with a written request. Operating Group will not grant such sublicense without Manager's prior written approval of such request.

**3.6.3 Sublicensing Conditions.** With respect to each sublicensee permitted in accordance with this **Section 3.6 ("Authorized Sublicensee")**, Operating Group will: (a) require the Authorized Sublicensee to comply with all of the terms, restrictions and requirements that are consistent with the provisions in **Articles 3, 4 and 5** of this Agreement; and (b) enter into a written agreement with the Authorized Sublicensee that obligates the Authorized Sublicensee to comply with and abide by such terms, restrictions and requirements. Operating Group will be responsible for the acts and omissions of each Authorized Sublicensee as if Operating Group performed such acts and omissions. At Manager's request, Operating Group will provide Manager with a copy of each such written agreement. If Manager finds that any Authorized Sublicensee has failed to comply with such agreement or has otherwise placed the Managed IP in

jeopardy, Operating Group will promptly terminate all sublicenses under this Agreement to such Authorized Sublicensee upon Manager's written notice.

#### ARTICLE 4 - QUALITY CONTROL

**4.1 Quality Standards.** Operating Group acknowledges and agrees that: (a) an essential condition of this Agreement is the protection of the high reputation enjoyed by Manager as symbolized by the Marks of the Managed IP; and (b) in keeping with such condition, any and all use of such Marks (including use on any Product and any related materials) will be of high and consistent quality and subject to the continuing approval and supervision of Manager. Without limiting the foregoing requirement, all Products sold, leased or distributed by Operating Group through the use of, or in connection with, any Mark of the Managed IP will: (i) be merchantable and of good quality; and (ii) at a minimum, conform to no less than reasonable and customary industry standards applicable to the Products.

**4.2 Review of Samples; Facility Inspection Right; Quality Approval.** Prior to marketing, leasing, selling or distributing any Product in connection with any Mark of the Managed IP, Operating Group will provide Manager with access to or possession of: (a) one or more samples of such Product; and (b) all related print, labels, decals, stickers, emblems, graphics, images, content, signs, sales literature, advertising, statements for written or audio distribution, packaging and other materials, whether in electronic or physical form, that bear or display any of such Marks (the items provided in subsections (a) and (b) above collectively referred to as the "Sample Set"). Manager will have the right to fully test and inspect such Product and related Sample Set to assess the quality of such Product and ensure that such Product, and the way that any such Mark is being printed or displayed on such Product, are accurate and conform to the level of quality established by Manager. Without limiting Manager's right under this Section, Manager will have the right to inspect: (i) any facility where such Product is being manufactured; (ii) the related manufacturing equipment; and (iii) the procedures for the control of quality and safety. Operating Group will not have any right to market, lease, sell or distribute any Product unless and until Manager provides Operating Group with Manager's prior written approval of such Product and the Sample Set for such Product ("Quality Approval"). For avoidance of doubt, the Trademark License will be ineffective and of no force or effect for any Product unless and until Manager provides a Quality Approval for the Sample Set corresponding to such Product.

**4.3 Quality/Safety Concerns.** If, after any Quality Approval, Manager has any concern regarding the quality, safety or legal compliance of the applicable Product or the associated Sample Set, Manager may provide Operating Group with a written notice describing such concern. If Operating Group fails to resolve such concern to Manager's reasonable satisfaction within five (5) business days after receipt of any such Manager notice, Manager may revoke and cancel such Quality Approval upon written notice to Operating Group. In such event, Operating Group must immediately suspend marketing, selling, leasing and distributing such Product, and the Trademark License will be automatically deemed to exclude such Product. In Operating Group's efforts to resolve such concern, Operating Group may confer with Manager, provide Manager with access to a modified sample of such Product and provide Manager with modified versions of any other portions of the associated Sample Set of concern to Manager.



**4.4 Annual Review.** Within thirty (30) days after each anniversary of the Effective Date, Operating Group will provide Manager with access to or possession of a Sample Set and a sample of the associated Product for each type of Product used, sold, leased or distributed in connection with any Mark of the Managed IP. For each such Sample Set, Manager will have the right to perform the evaluation and inspection described in **Section 4.2** above. Manager may, in its sole discretion, revoke and cancel any Quality Approval for any such Product. If Manager does not provide Operating Group with written notice of such revocation within thirty (30) days after receiving such access or possession, the Quality Approval will remain in force, subject to **Section 4.5** below.

**4.5 Suspension.** At any time, Manager may instruct Operating Group to suspend or cease use of the Marks of the Managed IP if Manager determines, in its sole discretion, that: (a) the quality or safety of any Product or any Operating Group act, omission or reputation is unfavorable or unsatisfactory to Manager; or (b) any Product associated with any such Mark is illegal or subject to investigation or recall by any governmental entity. Operating Group will promptly comply with any such instruction.

**4.6 Authorized Sublicensees.** If Operating Group permits any Authorized Sublicensee to use any Marks, such use will be deemed a use by Operating Group. Accordingly, Operating Group will require such Authorized Sublicensee to provide Operating Group with samples, information, access and cooperation to enable Operating Group to comply with this **Article 4**. Without limiting the foregoing, if Operating Group is required to suspend or cease the use of any Mark pursuant to this **Article 4**, Operating Group will immediately require the applicable Authorized Sublicensees to suspend or cease, as may be the case, such use of such Mark.

## **ARTICLE 5 - MARKING OF PRODUCTS**

**5.1 Patent Marking.** Before manufacturing, using or selling any Product, Operating Group will determine whether any issued patent of the Managed IP covers such Product by determining whether such manufacture, use or sale would infringe the issued patent were it not for the Patent License. In the event Operating Group determines such coverage, Operating Group will mark such Product with the number of the applicable patent. Without limiting the foregoing, Operating Group will mark Products in accordance with 35 U.S.C §287(a) of the U.S. Patent Act, such as by marking the applicable Product with the word "patent" or the abbreviation "pat." together with the U.S. patent number or a website address, accessible to the public without charge, that associates such Product with the number of such patent.

**5.2 Registration Notice for Marks.** If any Mark used by Operating Group under the Trademark License has or receives a U.S. federal trademark registration, Operating Group will display such Mark in its full form, including the use of the circle "R" symbol (i.e. ®) each time it is used. Such display will conform to the following format or another format approved by Manager in writing: XXX®.

**5.3 License Statement for Marks.** With respect to each Product marketed, sold, leased or distributed under the Trademark License in connection with any Marks of the Managed IP, Operating Group will cause the related advertising, promotional and packaging materials and

media, whether in physical, electronic, radio, televised or broadcast form, to state or indicate that such Marks are under license from Manager in the form of the following statement or another statement approved by Manager in writing: "XXX<sup>®</sup>" and the marks containing XXX are used under license from TOG-IP LLC. All rights reserved."

## **ARTICLE 6 – OWNERSHIP AND PROTECTION OF IP RIGHTS**

**6.1 Managed IP.** Manager will be the sole and exclusive owner of all right, title and interest in and to all Managed IP. All goodwill included in the Managed IP will inure to the benefit of Manager and be solely and exclusively owned by Manager, whether generated through the activities of Operating Group or Manager, separately or jointly. To fully vest such ownership rights in Manager, Operating Group agrees to assign and transfer and does hereby assign and transfer to Manager, any and all right, title and interest that Operating Group might acquire in and to the Managed IP, the associated goodwill, all patent, trademark, service mark and copyright applications for the Managed IP, and all patents and registrations grantable based on such applications.

**6.2 Applications; Registrations; Documentation.** Operating Group will cooperate with Manager in its efforts to obtain and maintain patents, trademark registrations, service mark registrations and copyright registrations and protection for the Managed IP. From time to time, Manager may desire to conduct an action in connection with a patent application, trademark application, service mark application, copyright application, patent or registration of the Managed IP. Upon Manager's request in its sole discretion for purposes of any such action, Operating Group will: (a) execute and deliver to Manager, any document, instrument or form related to such action, including applications for patents and registrations, assignment instruments, allegations of use in commerce, and statements of use in commerce; (b) deliver specimens as evidence of use of the Managed IP in commerce; (c) complete and deliver any other paperwork necessary to prosecute and maintain the Managed IP through the United States Patent and Trademark Office, the United States Copyright Office or any foreign office; and (d) assist Manager in ensuring that all patents and registrations of the Managed IP remain in good standing and in full force and effect.

**6.3 No Challenge.** Operating Group acknowledges and agrees that: (a) Manager will own all right, title, interest and goodwill in and to the Managed IP; and (b) Operating Group will not challenge in any court of law or in any other manner the validity or enforceability of any of the Managed IP or Manager's sole and exclusive ownership of the Managed IP.

## ARTICLE 7 – MANAGEMENT SERVICES

**7.1 Services.** Manager will be responsible for filing applications for, prosecuting applications of, maintaining, and managing the Managed IP. Without limiting the foregoing, Manager will be responsible for paying for all attorney fees, government fees, annuities and maintenance fees arising from or related to the pursuit or maintenance of intellectual property protection for the Managed IP.

**7.2 Legal Coordination.** Manager will, at Manager's expense, retain legal counsel for handling the legal matters related to the Managed IP. Manager will handle the communications with such legal counsel.

**7.3 Abandonment; Transfer Option.** As the sole owner of the Managed IP, Manager retains the full right and option to allow any application, patent or registration of the Managed IP to become abandoned by ceasing prosecution or maintenance of such item. Manager will provide Operating Group with advance, written notice before any such abandonment occurs. Upon Operating Group's request during such period, Manager will assign and transfer ownership of such item to Operating Group, authorizing Operating Group to continue to prosecute and maintain such item at Operating Group's expense.

## ARTICLE 8 – IP ENFORCEMENT AND RECOVERY

**8.1 Notice of Infringement.** If, during the term of this Agreement, Operating Group or Manager knows of any Third Party infringement, threatened infringement or suspected infringement of any Managed IP, such Party having such knowledge will promptly give written notice thereof to the other Party, with all available details.

**8.2 Exclusive Right of Operating Group to Pursue Infringers.** Operating Group, at Operating Group's expense, will have the sole and exclusive right, but not the obligation, to take action in its own name and in the name of Manager, as Operating Group deems necessary, to restrain any infringement, threatened infringement or suspected infringement of Managed IP, to pursue and receive Recoveries in connection with such action, and to settle and compromise such action. At Operating Group's request and expense, Manager will cooperate with Operating Group in all respects in such action, including, without limitation, being named as a co-plaintiff, signing documents necessary to join a lawsuit initiated by Operating Group, and fully joining and participating in such lawsuit.

**8.3 Allocation of Recoveries.** In the event Operating Group or Manager receives any Recovery in connection with any action or settlement related to Managed IP, such Recovery will be applied in the following priority: first, to reimburse Manager for its Management Expenses related to the infringed Managed IP; second, to reimburse Operating Group for its total expenses incurred in handling such action; and third, the balance, if any, to be allocated as follows: ninety-five percent (95%) to Operating Group, and five percent (5%) to Manager.

**8.4 Exclusive Right of Operating Group to Defend.** If a Third Party initiates or institutes legal action, such as a patent office proceeding or lawsuit, to challenge the validity or enforceability of any Managed IP, Manager will provide Operating Group with prompt written

notice regarding such legal action. Operating Group will have the sole and exclusive right to carry out a defense against such legal action, bearing all costs related to such defense. In such event, Manager will, at Operating Group's expense, cooperate with Operating Group by signing documents and performing other acts requested by Operating Group for purposes of the defense, including, without limitation, being named as a party to such proceeding, signing documents necessary to join such proceeding, and fully joining and participating in such proceeding.

**8.5 Legal Standing; Sufficient Proprietary Rights.** Operating Group and Manager intend for the Operating Group to have sufficient proprietary rights in the Managed IP to establish legal standing for Operating Group's lawsuit against a Third Party infringer of the Managed IP. Effective upon a court's denial of such legal standing on the basis of certain rights retained by Manager under this Agreement, this Agreement will be immediately and automatically amended to grant and transfer such rights to Operating Group. Because the Patent License, Trademark License and General License are exclusive, during the term of this Agreement, Manager will not have the right to: (a) use the Managed IP in connection with any Products; (b) exercise any of the activities authorized by such licenses; or (c) license or sublicense the Patent License, Trademark License or General License to any Third Party.

## **ARTICLE 9 – CONSIDERATION**

**9.1 Consideration to Affiliates.** In exchange for assigning and transferring the Purchased IP to Manager, Affiliates' consideration will include, without limitation, Manager's obligation to perform the Management Services, Manager's payment for the Management Expenses, the Patent License granted to Operating Group, the Trademark License granted to Operating Group, the General License granted to Operating Group, and the allocation of Recoveries retainable by Operating Group in accordance with **Section 8.3** of this Agreement.

**9.2 Consideration to Manager.** In exchange for performing the Management Services and incurring the Management Expenses under this Agreement, Manager's consideration will include, without limitation, the allocation of Recoveries to Manager in accordance with **Section 8.3** of this Agreement.

## **ARTICLE 10 – CONFIDENTIALITY**

**10.1 Nondisclosure.** During and after the term of this Agreement, the Parties will not disclose one another's Confidential Information.

**10.2 Use Restriction.** The Parties will use one another's Confidential Information only for the purposes of this Agreement.

## ARTICLE 11 – REPRESENTATIONS AND WARRANTIES

**11.1 Representations and Warranties.** Each Party hereby represents, warrants and covenants that:

(a) such Party is a company or corporation duly organized, existing and in good standing under the laws of the state in which it was formed with full right, power and authority to enter into and perform this Agreement; and

(b) the execution, delivery and performance of this Agreement does not conflict with, violate, or breach any agreement to which such Party is a party, or its articles of organization, certificate of incorporation, operating agreement or bylaws.

## ARTICLE 12 – INDEMNIFICATION

**12.1 Indemnification by Operating Group.** Operating Group will at all times during and after the term of this Agreement be responsible for, and will defend, indemnify and hold Manager and Parent, and their directors, officers, employees, agents and representatives harmless from and against any and all losses, claims, lawsuits, proceedings, expenses, recoveries and damages, including reasonable legal expenses, costs and attorneys' fees, arising out of: (a) Third Party product liability related to Products; (b) Business Activities; (c) infringement of Third Party Intellectual Property related to the Products; or (d) any breach of Operating Group's duties, representations or warranties set forth in this Agreement; provided, however, that: (i) Manager will give Operating Group prompt notice of any such claim or lawsuit; (ii) Operating Group will have the right to compromise, settle or defend such claim or lawsuit; and (iii) Manager, at Operating Group's expense, will cooperate with Operating Group in the defense of such claim or lawsuit. Manager, at its expense, may participate in the defense of any such claim or lawsuit.

**12.2 Indemnification by Manager.** Manager will at all times during and after the term of this Agreement be responsible for, and will defend, indemnify and hold Operating Group, its directors, officers, employees, agents and representatives harmless from and against any and all losses, claims, lawsuits, proceedings, expenses, recoveries and damages, including reasonable legal expenses, costs and attorneys' fees, arising out of: (a) Manager's negligent performance of Management Services; or (b) any breach of Manager's duties, representations or warranties set forth in this Agreement; provided, however, that: (i) Operating Group will give Manager prompt notice of any such claim or lawsuit; (ii) Manager will have the right to compromise, settle or defend such claim or lawsuit; and (iii) Operating Group, at Manager's expense, will cooperate with Manager in the defense of such claim or lawsuit. Operating Group, at its expense, may participate in the defense of any such claim or lawsuit.

## ARTICLE 13 – LIMITATION OF LIABILITY

**13.1 EXCLUSION OF DAMAGES.** SUBJECT TO SECTION 13.2 OF THIS AGREEMENT, IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13.2 EXCEPTION.** THE LIMITATION PROVIDED IN SECTION 13.1 OF THIS AGREEMENT WILL NOT APPLY TO MANAGER'S OR OPERATING GROUP'S INDEMNIFICATION OBLIGATIONS ARISING FROM THIRD PARTY CLAIMS UNDER ARTICLE 12 OF THIS AGREEMENT.

#### **ARTICLE 14 – TERM AND TERMINATION**

**14.1 Term.** The term of this Agreement will begin on the Effective Date and continue unless and until this Agreement is terminated in accordance with this Article 14.

**14.2 Termination Upon Mutual Consent.** Manager and Operating Group may terminate this Agreement at any time upon mutual, written consent.

**14.3 Termination Without Cause.** Manager may terminate this Agreement without cause by providing ninety (90) days' advance, written notice to Operating Group. Operating Group may terminate this Agreement without cause by providing ninety (90) days' advance, written notice to Manager.

**14.4 Termination for Breach.** If Manager or Operating Group breaches its obligations under this Agreement, such non-breaching Party may provide such breaching Party with a written notice, specifying the breach. This Agreement will be automatically terminated upon the expiration of thirty (30) days after such notice unless such breaching Party remedies such breach within such period.

**14.5 Rights in Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by Manager are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of a right to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code. Operating Group, as licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the United States Bankruptcy Code in the event of the commencement of a bankruptcy proceeding by or against Manager under the United States Bankruptcy Code including, but not limited to, the right to treat this Agreement or any agreement supplementary to this Agreement as terminated or to retain its rights under this Agreement or any agreement supplementary to this Agreement. In the event that Operating Group elects to retain its rights under this Agreement or any agreement supplementary to this Agreement, Manager will provide to Operating Group, within seven (7) calendar days of written notice by Operating Group to Manager, all intellectual property and all embodiments of such intellectual property within the possession or control of Manager.

**14.6 Survival.** The assignment, transfer, conveyance and sale of Purchased IP under this Agreement will be irrevocable and will survive the termination of this Agreement. Furthermore, the rights and obligations described in Articles 2, 6, and 10 through 15 of this Agreement will survive the termination of this Agreement.

#### **ARTICLE 15 – MISCELLANEOUS**

**15.1 Relationship of Parties.** In the performance of this Agreement, the Parties will at all times act as and be deemed to be independent contractors. Neither Party nor any of its

employees, agents or officers will, by virtue of this Agreement, be considered an employee, joint venturer, agent or partner of the other Party. Neither Party is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of the other except to the extent expressly set forth in this Agreement.

**15.2 Entire Agreement.** This Agreement, including the attached **Appendix A and Exhibits**, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all other prior arrangements and understandings with respect thereto, whether written or oral.

**15.3 Assignability.** This Agreement will not be assignable other than by operation of law by any Party without the prior written consent of Manager and Operating Group, and any purported assignment by any Party without such prior written consent will be null and void; provided, however that Manager may assign all or any part of its rights or obligations under this Agreement to any parent, subsidiary, affiliate, successor in interest or other third party through contractual assignment, merger, acquisition or otherwise. This Agreement will inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

**15.4 Waivers and Amendments.** Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, will be effective only if in writing signed by Manager and Operating Group. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement will not in any way affect, limit or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

**15.5 Severability.** In the event that any provision contained in this Agreement will be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will not, at the election of the Party for whose benefit the provision exists, be in any way impaired.

**15.6 Notices.** All notices or other communications that are required or permitted under this Agreement will be in writing and will be sent by reliable overnight courier, or sent by confirmed facsimile, by email with receipt confirmed by non-automated email reply, or by hand delivery or mailed by registered or certified mail, postage prepaid and return receipt requested, to the appropriate Party addressed as follows:

The Outdoor Group, LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Josh Sidebottom  
Title: COO

TOG-IP LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Anthony Steil  
Title: CEO

CAMX Outdoors LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

CBE Archery LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Elite Outdoors LLC d/b/a The Outdoor Group Sales And Distribution  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Outdoor Group Game Calls LLC d/b/a Duel Game Calls  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Perfect Form Manufacturing LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Scott Archery LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller



Slick Trick LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Solid Broadhead LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Winner's Choice Bowstrings LLC  
1325 John Street  
West Henrietta, New York 14586  
Attention: Tonya Reetz  
Title: Controller

Any Party may by such notice change the address to which notice or other communications to it are to be delivered or mailed.

**15.7 Governing Law; Jurisdiction; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware excluding its conflict-of-law rules. The courts in the State of New York (state and federal) will have sole and exclusive jurisdiction over any disputes or actions arising out of or relating to this Agreement. The Parties hereby waive all claims of immunity from such jurisdiction. Venue for any action arising out of or relating to this Agreement will be in the State Court in Monroe County, New York or in the United States District Court for the Northern District of New York.

**15.8 Injunctive Relief.** Operating Group hereby acknowledges that the restrictions placed upon Operating Group by this Agreement are reasonable and necessary to protect the interests of Manager. Notwithstanding anything in this Agreement to the contrary, in the event of a breach or threatened breach of **Article 3, 4, 5, 6 or 10** of this Agreement, Operating Group acknowledges that: (a) Manager's remedies at law would be inadequate; and (b) Manager would suffer immediate, continuing and irreparable harm to its businesses and opportunities. Therefore, in the event of any such breach or threatened breach, Manager will be entitled, in addition to any other remedies available, to seek a temporary restraining order and other injunctive relief without any requirement to prove actual damages or to post a bond, together with any other appropriate equitable relief that the court deems proper.

**15.9 Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**15.10 Further Assurances.** Upon the reasonable request of any Party, the Parties who received such request will enter into any additional agreements and execute any additional

certificates or other documents that may be reasonably appropriate to fully implement this Agreement.

**[Signature Page Follows.]**

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement effective as of the Effective Date first above written.

**PARENT:**

**THE OUTDOOR GROUP, LLC**

By:   
Name: Josh Sidebottom  
Title: Chief Operating Officer


**MANAGER:**

**TOG-IP LLC**


By:   
Name: Anthony Steil  
Title: Chief Executive Officer

**OPERATING GROUP AND  
AFFILIATES:**

**PERFECT FORM MANUFACTURING LLC**

By:   
Name: Tonya Reetz  
Title: Controller

**ELITE OUTDOORS LLC D/B/A THE OUTDOOR  
GROUP SALES AND DISTRIBUTION**

By:   
Name: Tonya Reetz  
Title: Controller

OTHER AFFILIATES:

**CAMX OUTDOORS LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**CBE ARCHERY LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**OUTDOOR GROUP GAME CALLS LLC D/B/A  
DUEL GAME CALLS**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**SCOTT ARCHERY LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**SLICK TRICK LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**SOLID BROADHEAD LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

**WINNER'S CHOICE BOWSTRINGS LLC**

By: Tonya Reetz  
Name: Tonya Reetz  
Title: Controller

APPENDIX A

ITU APPLICATIONS

Section 1

ITU Applications of The Outdoor Group LLC

Trademark	Drawing	Country	Application No.
ECHELON		U.S.	87/649,115
ENLIST		U.S.	87/552,896

Section 2

ITU Applications of Slick Trick LLC

Trademark	Drawing	Country	Application No.
RAPTORTRICK		U.S.	87/552,902
RIPTRICK		U.S.	87/552,828
THE DEADLIEST BROADHEAD. PERIOD. (stylized)	<b><i>THE DEADLIES BROADHEAD. PERIOD.</i></b>	U.S.	87/653,403

## PATENT EXHIBIT A

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by CAMX Outdoors LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule A** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

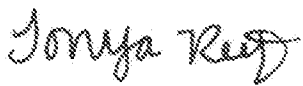
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]




IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	CAMX Outdoors LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steff
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE A**

**CAMX OUTDOORS LLC**

<b>U.S. Patent App. No.</b>	<b>Filing Date</b>	<b>U.S. Patent No.</b>	<b>Issue Date</b>
13/300,815	11/21/2011	8,800,540	8/12/2014
29/440,436	12/21/2012	D715,391	10/14/2014
13/325,953	12/14/2011	8,752,535	6/17/2014
14/305,357	6/16/2014	9,303,944	4/5/2016
15/072,691	3/17/2016	9,797,674	10/24/2017
13/278,737	10/21/2011	8,857,420	10/14/2014
12/016,565	1/18/2008	8,020,543	9/20/2011
13/224,721	9/2/2011	8,578,916	11/12/2013
29/583,963	11/10/2016	D823,970	7/24/2018
29/414,641	3/1/2012	D681149	4/30/2013
29/414,656	3/1/2012	D681150	4/30/2013

## PATENT EXHIBIT B

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Elite Outdoors LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule B** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

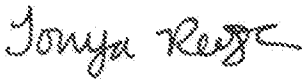
Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

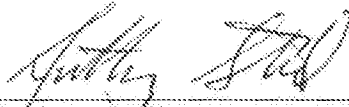
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Elite Outdoors LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE B**

**ELITE OUTDOORS LLC**

<b>Country</b>	<b>Patent App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
U.S.	29/560,495	4/7/2016	D820,936	6/19/2018

## PATENT EXHIBIT C

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Outdoor Group Game Calls LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule C** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

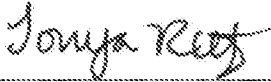
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]




IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Outdoor Group Game Calls LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE C**

**OUTDOOR GROUP GAME CALLS LLC**

<b>U.S. Patent App. No.</b>	<b>Filing Date</b>	<b>U.S. Patent No.</b>	<b>Issue Date</b>
10/377,941	3/1/2003	7,465,213	12/16/2008
12/185,735	8/4/2008	8,016,637	9/13/2011
13/221,730	8/30/2011	8,727,828	5/20/2014
14/196,221	3/4/2014	9,485,982	11/8/2016
15/397,907	1/4/2017		

## PATENT EXHIBIT D

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Perfect Form Manufacturing LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule D** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

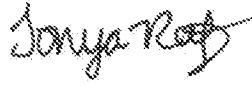
Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

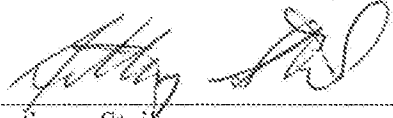
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Perfect Form Manufacturing LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE D****PERFECT FORM MANUFACTURING LLC**

<b>Country</b>	<b>Patent App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
U.S.	11/583,227	10/19/2006	7,958,881	6/14/2011
U.S.	12/330,871	12/9/2008	8,006,679	8/30/2011
U.S.	13/181,220	7/12/2011	8,360,041	1/29/2013
U.S.	13/189,001	7/22/2011	8,776,770	7/15/2014
U.S.	13/226,827	9/7/2011	8,820,304	9/2/2014
U.S.	13/751,809	1/28/2013	8,720,425	5/13/2014
U.S.	14/492,396	9/22/2014	9,377,266	6/28/2016
U.S.	14/500,293	9/29/2014	9,250,032	2/2/2016
U.S.	14/500,337	9/29/2014	9,255,762	2/9/2016
U.S.	15/163,291	5/24/2016	9,599,424	3/21/2017
U.S.	15/254,706	9/1/2016	RE47036	9/11/2018
U.S.	15/426,713	2/7/2017	10,082,357	9/25/2018
U.S.	15/699,243	9/8/2017	9,989,329	6/5/2018
U.S.	15/782,385	10/12/2017	10,175,024	1/8/2019
U.S.	15/867,156	1/10/2018		
CA	2,670,792	1/23/2009	2,670,792	12/29/2015

## PATENT EXHIBIT E

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Scott Archery LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule E** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

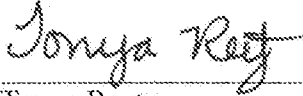
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

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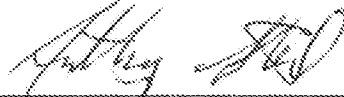
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Scott Archery LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE E**

SCOTT ARCHERY LLC

U.S. Patent App. No.	Filing Date	U.S. Patent No.	Issue Date
10/360,170	2/7/2003	6,945,241	9/20/2005
10/636,345	8/7/2003	7,278,415	10/9/2007
12/146,075	6/25/2008	7,926,475	4/19/2011
12/061,184	4/2/2008	7,946,282	5/24/2011
12/684,537	1/8/2010	8,146,578	4/3/2012
13/190,581	7/26/2011	8,869,781	10/28/2014
13/343,884	1/5/2012	8,746,222	6/10/2014
13/343,908	1/5/2012	8,746,223	6/10/2014
14/806,301	7/22/2015	9,857,139	1/2/2018
15/008,962	1/28/2016	9,625,230	4/18/2017
15/017,031	2/5/2016	9,612,077	4/4/2017
15/167,057	5/27/2016	9,933,236	4/4/2018
15/281,901	9/30/2016	9,702,658	7/11/2017
15/467,563	3/23/2017	9,863,736	1/9/2018
15/609,189	5/31/2017	9,970,731	5/15/2018
29/304,069	2/25/2008	D597,164	7/28/2009
29/345,622	10/20/2009	D624,983	10/5/2010
29/369,504	9/9/2010	D632,356	2/8/2011
29/399,373	8/12/2011	D688,346	8/20/2013
29/568,381	6/17/2016	D816,792	5/1/2018
15/841,859	12/14/2017		
14/941,084	11/13/2015	10,145,646	12/4/2018
16/223,442	12/18/2018		
29/464,572	8/19/2013	D697,575	1/14/2014
29/464,568	8/19/2013	D697,992	1/21/2014

## PATENT EXHIBIT F

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Slick Trick LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule F** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

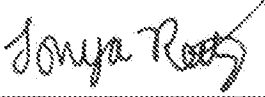
Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

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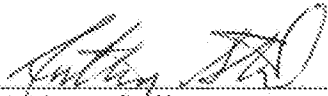
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Slick Trick LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE F**

**SLICK TRICK LLC**

<b>Country</b>	<b>Patent App. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
U.S.	12/263,557	11/3/2008	8,272,374	9/25/2012
U.S.	12/961,306	12/6/2010	8,272,979	9/25/2012
U.S.	13/185,037	7/18/2011	8,881,714	11/11/2014
U.S.	13/625,450	9/24/2012	8,628,438	1/14/2014
U.S.	15/352,113	11/15/2016	9,879,956	1/30/2018
U.S.	29/558,408	3/17/2016	D800,865	10/24/2017
U.S.	29/590,270	1/9/2017		
CA	168651	5/25/2016	168651	4/18/2017

## PATENT EXHIBIT G

### ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("**Assignment**") is made by Winner's Choice Custom Bowstrings LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the patents and patent applications identified on **Patent Schedule G** attached hereto (collectively, the "**Patent Assets**").

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Patent Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) the inventions as described in the Patent Assets; (ii) any and all improvements, betterments and modifications of such inventions; (iii) all patent applications to which the Patent Assets claims priority, including, without limitation, any provisional patent application (collectively, "**Ancestral Applications**"); (iv) all patent applications that claim priority to the Patent Assets or any Ancestral Application, including, without limitation, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for any of the foregoing applications (the Patent Assets, Ancestral Applications and the other applications listed above, collectively referred to herein as "**Family Applications**"); (v) all patents issuing or granting from the Family Applications; (vi) all foreign rights related to the Family Applications, including, without limitation, the right to make applications for patents for such inventions in any and all foreign countries and the right to claim priority as to the filing dates of the Family Applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vii) all income, royalties, damages and payments related to the inventions or patent rights assigned hereunder that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future

infringement or other unauthorized use of the invention, patent applications or patents assigned hereunder, together with the right to sue for, and collect such damages.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue to Assignee or its successors or assigns, all patents issuing from the patent applications assigned hereunder.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, for purposes of Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the inventions, patent applications, issued patents and other rights assigned hereunder.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.


In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]




IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Winner's Choice Custom Bowstrings LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Stell
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, New York 14586

**PATENT SCHEDULE G**

**WINNER'S CHOICE CUSTOM BOWSTRINGS LLC**

<b>U.S. Patent App. No.</b>	<b>Filing Date</b>	<b>U.S. Patent No.</b>	<b>Issue Date</b>
14/807,195	7/23/2015	9,612,076	4/4/2017

## TRADEMARK EXHIBIT A

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by CAMX Outdoors LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule A** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.


Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

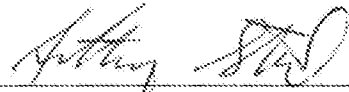
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	CAMX Outdoors LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, NY 14586




Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

# TRADEMARK SCHEDULE A

CAMX OUTDOORS LLC

Mark	Drawing	Country	Application No.	Registration No.
ARC (stylized)		U.S.	86/908,729	5,049,022
CAMX		U.S.	86/910,552	5,049,156
CAMX (stylized)		U.S.	87/009,249	5,206,204
X (stylized)		U.S.	87/009,280	5,219,707
BUILT LIKE NO OTHER		U.S.	87/001,047	5,206,174

## TRADEMARK EXHIBIT B

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by CBE Archery LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule B** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

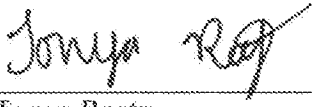
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]



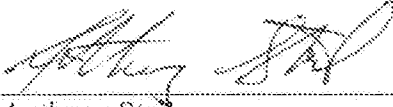
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	CBE Archery LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586


Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

TRADEMARK SCHEDULE B

CBE ARCHERY LLC

Mark	Drawing	Country	Application No.	Registration No.
CBE (stylized)		U.S.	86/364,668	4,708,225

## TRADEMARK EXHIBIT C

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by Elite Outdoors LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule C** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

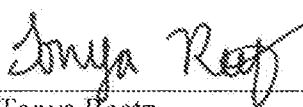
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]


IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Elite Outdoors LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, NY 14586




Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

# TRADEMARK SCHEDULE C

ELITE OUTDOORS LLC

Mark	Drawing	Country	Application No.	Registration No.
ELITE ARCHERY		U.S.	85/512,528	4,762,632
ELITE (stylized)		U.S.	85/512,520	4,792,681
e (stylized)		U.S.	85/512,556	4,194,379
TAKE THE ELITE (THE WORLD'S MOST SHOOTABLE BOW) SHOOTABILITY CHALLENGE (stylized)		U.S.	86/347,893	4,849,013
SHOOTABILITY CHALLENGE		U.S.	86/613,795	4,820,063

## TRADEMARK EXHIBIT D

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by The Outdoor Group, LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule D** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

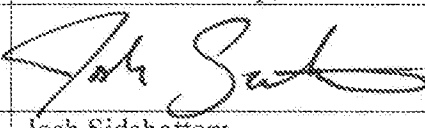
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]



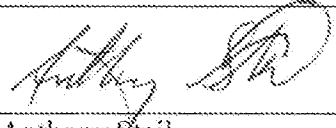
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	The Outdoor Group, LLC
Signature:	
Name:	Josh Sidebottom
Title:	Chief Operating Officer
Address:	1325 John Street, West Henrietta, NY 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

**TRADEMARK SCHEDULE D**

**THE OUTDOOR GROUP, LLC**

<b>Mark</b>	<b>Drawing</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>
LYNCH MOB CALLS		U.S.	78/823,759	3,258,052

## TRADEMARK EXHIBIT E

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by Outdoor Group Game Calls LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule E** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

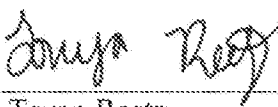
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]


IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Outdoor Group Game Calls LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, NY 14586


Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

# TRADEMARK SCHEDULE E

## OUTDOOR GROUP GAME CALLS LLC

Mark	Drawing	Country	Application No.	Registration No.
DUEL		U.S.	86/143,098	4,694,316
DUEL GAME CALLS (stylized)		U.S.	86/491,557	4,794,207

## TRADEMARK EXHIBIT F

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made by Scott Archery LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("Assignor") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("Assignee"), effective as of January 1, 2019 ("Effective Date") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on Trademark Schedule F attached hereto (collectively, the "Trademark Assets");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("IP Agreement"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

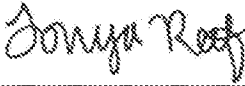
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]




IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Scott Archery LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

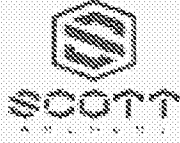
Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

# TRADEMARK SCHEDULE F

SCOTT ARCHERY LLC

Mark	Drawing	Country	Application No.	Registration No.
RHINO PIN		U.S.	85/706,137	5,114,734
SCOTT ARCHERY		U.S.	86/891,608	5,140,207
SCOTT RELEASES		U.S.	86/891,682	5,140,208
S SCOTT ARCHERY (stylized)		U.S.	87/229,766	5,503,938

## TRADEMARK EXHIBIT G

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made by Slick Trick LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("Assignor") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("Assignee"), effective as of January 1, 2019 ("Effective Date") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule G** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

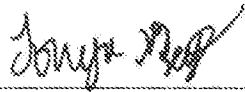
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

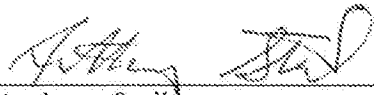
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Slick Trick LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, NY 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

**TRADEMARK SCHEDULE G**

**SLICK TRICK LLC**

<b>Mark</b>	<b>Drawing</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>
SLICK TRICK		U.S.	88/117,580	

## TRADEMARK EXHIBIT H

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by Solid Broadhead LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on **Trademark Schedule H** attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

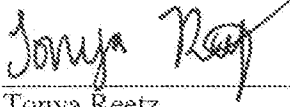
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]




IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Solid Broadhead LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, NY 14586


Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

TRADEMARK SCHEDULE H

SOLID BROADHEAD LLC

Mark	Drawing	Country	Application No.	Registration No.
SOLID BROADHEAD COMPANY (stylized)	 The logo for Solid Broadhead Company. It features the word "SOLID" in a large, bold, sans-serif font. To the right of "SOLID" is a stylized graphic of a broadhead arrowhead. Below "SOLID" and the graphic, the words "BROADHEAD COMPANY" are written in a smaller, all-caps, sans-serif font.	U.S.	86/475,779	4,789,360

## TRADEMARK EXHIBIT I

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made by The Outdoor Group LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("**Assignor**") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("**Assignee**"), effective as of January 1, 2019 ("**Effective Date**") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on Trademark Schedule I attached hereto (collectively, the "**Trademark Assets**");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("**IP Agreement**"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

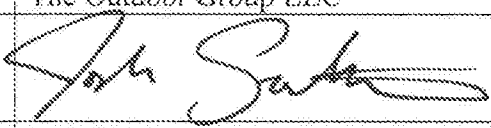
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

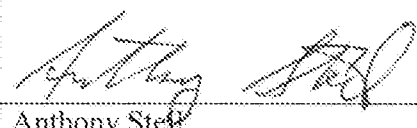
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	The Outdoor Group LLC
Signature:	
Name:	Josh Sidebottom
Title:	Chief Operations Officer
Address:	1325 John Street, West Henrietta, NY 14586

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steh
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

**TRADEMARK SCHEDULE I**

**THE OUTDOOR GROUP LLC**

<b>Mark</b>	<b>Drawing</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>
RHINODIZE		U.S.	87/009,268	5,360,672
REVOL		U.S.	87/229,644	5,381,959

## TRADEMARK EXHIBIT J

### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made by Winner's Choice Bowstrings LLC, a Delaware limited liability company having a place of business at 1325 John Street, West Henrietta, New York 14586 ("Assignor") to, and for the benefit of, TOG-IP LLC, a Delaware limited liability company having a mailing address at 1325 John Street, West Henrietta, New York 14586 ("Assignee"), effective as of January 1, 2019 ("Effective Date") with reference to the following facts:

A. Assignor is the owner of the marks, applications and registrations identified on Trademark Schedule J attached hereto (collectively, the "Trademark Assets");

B. Assignor and Assignee entered into that certain IP Transfer, License and Management Agreement dated January 1, 2019 ("IP Agreement"); and

C. Pursuant to the IP Agreement, Assignor and Assignee desire to execute this Assignment to assign and transfer the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Trademark Assets, future trademark applications therefore and trademark registrations granted therefrom, together with the goodwill of the business in connection with which the Trademark Assets have been used and are being used and which are symbolized by the Trademark Assets, in all countries and jurisdictions to the full end of the terms for which such registrations may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) all trademarks, service marks, designs, logos and other marks within the Trademark Assets; (ii) all common law rights in the Trademark Assets; (iii) all variations and modifications of the Trademark Assets; (iv) all foreign rights in and to the Trademark Assets, including the right to make applications for registrations for the Trademark Assets in any and all foreign countries; and (v) all income, royalties, damages and payments related to the Trademark Assets that are due or payable to Assignor as of the execution of this Assignment or thereafter, including, without limitation, all claims for damages (whether royalty-based or profit-based) arising from past, present or future infringement or other unauthorized use of the Trademark Assets, together with the right to sue for, and collect such damages.

Assignor hereby agrees to execute any papers, provide any information and testify in any opposition proceeding or litigation at the request of Assignee, its successors, assigns and legal representatives, when necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, perfection, protection, enforcement and title in and to the Trademark Assets and other rights hereby transferred.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and registrations assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives, including, without limitation, providing evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue registrations for the Trademark Assets on applications as aforesaid, to issue to Assignee, as assignee of the entire right, title and interest, the Trademark Assets and such registrations, including any and all trademark and service mark registrations of the United States which may be issued and granted on or as a result of any applications filed for the Trademark Assets. Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademark Assets and registration thereof to Assignee in the United States Patent and Trademark Office.

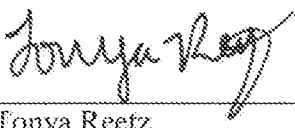
In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]



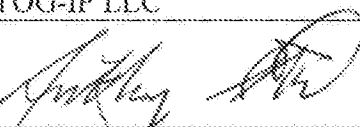
IN WITNESS WHEREOF, the parties hereby have executed this Assignment effective as of the Effective Date first above written.

Assignor

Assignor:	Winner's Choice Bowstrings LLC
Signature:	
Name:	Tonya Reetz
Title:	Controller
Address:	1325 John Street, West Henrietta, New York 14586

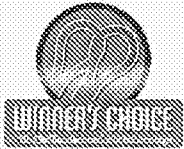
Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	TOG-IP LLC
Signature:	
Name:	Anthony Steil
Title:	Chief Executive Officer
Address:	1325 John Street, West Henrietta, NY 14586

# TRADEMARK SCHEDULE J

## WINNER'S CHOICE BOWSTRINGS LLC

Mark	Drawing	Country	Application No.	Registration No.
Winner's Choice		U.S.	86/928,232	5,144,749
WINNER'S CHOICE The World's most advanced and reliable bowstrings (stylized)		U.S.	86/928,242	5,144,750