

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5868638

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	W.C. BRADLEY / ZEBCO HOLDINGS, INC.	11/27/2019
RECEIVING PARTY DATA		
Name:	PURE FISHING, INC.	
Street Address:	7 SCIENCE COURT	
City:	COLUMBIA	
State/Country:	SOUTH CAROLINA	
Postal Code:	29203	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29553122
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	8883150732	
Email:	sfitzgerald@norvellip.com	
Correspondent Name:	SEAN E. FITZGERALD	
Address Line 1:	PO BOX 2461	
Address Line 4:	CHICAGO, ILLINOIS 60690	
ATTORNEY DOCKET NUMBER:	13796-2900	
NAME OF SUBMITTER:	SEAN E. FITZGERALD	
SIGNATURE:	/Sean E. Fitzgerald/	
DATE SIGNED:	12/16/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4		
source=191203 Patent Assignment Agreement (Executed) (13796-2900)#page1.tif		
source=191203 Patent Assignment Agreement (Executed) (13796-2900)#page2.tif		
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is made, entered into and effective as of November 27, 2019, by and between W.C. Bradley / ZebCo Holdings, Inc., a Georgia corporation (“Assignor”) and Pure Fishing, Inc., an Iowa (“Assignee”). Capitalized terms used in this Assignment, but not otherwise defined herein, shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of November 27, 2019, by and between Assignor and Assignee (the “Purchase Agreement”).

RECITALS:

WHEREAS, Assignor is the owner of U.S. Design Patent D789,483 (the “‘483 Patent”);

WHEREAS, by virtue of the Purchase Agreement, Assignor has assigned to the Assignee all of Assignor’s right, title, and interest in and to the ‘483 Patent and has agreed to execute this confirmatory assignment to further evidence and effect the same;

WHEREAS, by virtue of the Purchase Agreement, Assignee has acquired all of Assignor’s right, title, and interest in and to the ‘483 Patent and has agreed to execute this confirmatory assignment to further evidence and effect the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Patent Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, without any reservation of any rights, title or interest, and the Assignee hereby accepts, any and all right, title and interest of Assignor in and to the ‘483 Patent and the subject matter claimed therein, including, without limitation, (i) any reexaminations or reissues of the ‘483 Patent, (ii) all income, license fees, royalties, damages and payments accrued, due or payable commencing as of the date hereof and thereafter with respect to the ‘483 Patent, (iii) the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages or obtain other remedies for past, present and future infringement of the ‘483 Patent and including rights afforded under 35 U.S.C. § 289, (iv) all rights to apply for, revive and maintain all registrations, renewals and/or extensions of the ‘483 Patent, and (v) any and all corresponding rights with respect to any of the foregoing that, now or hereafter, may be secured throughout the world.

2. **Recordal and Perfection.** Assignee shall have the right, at Assignee’s cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the ‘483 Patent. Assignor further hereby agrees to execute and deliver to Assignee, its successors and assigns, without further compensation, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee’s complete, exclusive, and worldwide ownership of all right, title and interest in and to the ‘483 Patent, including as reasonably necessary for Assignee, at its sole expense, to make any filings with the applicable patent registrar or

similar governmental authority in accordance with local legal requirements.

3. **Due Authorization.** Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and all applicable foreign patent offices, whose duty it is to issue patents or other evidence or forms of intellectual property protection on applications for patents, as applicable, to issue the same to Assignee and its successors and assigns, in accordance with this Assignment.

4. **Entire Agreement.** This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), the Seller Ancillary Documents and the Purchaser Ancillary Documents contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. **Governing Law.** This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

6. **Binding Effect; Counterparts.** This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

7. **Language.** In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

8. **Conflicts Between Agreements.** This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof and, for the avoidance of doubt, the parties are only subject to those representations and warranties contained in the Purchase Agreement. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

9. **Waivers; Modifications; Changes.** No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party hereto against whom such claimed waiver, modification, or change is sought to be enforced.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

W.C. BRADLEY / ZEBCO HOLDINGS, INC.

By:  _____

Name: Steve Smits

Title: President and COO

[Signature Pages to Patent Assignment Agreement]

ASSIGNEE:

PURE FISHING, INC.

Harlan M. Kent

By: _____

Name: Harlan Kent

Title: President

[Signature Pages to Patent Assignment Agreement]