

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5885863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OUTDOOR RECREATION COMPANY OF AMERICA, LLC	12/24/2019
WALKER DISTRIBUTING, LLC	12/24/2019
RECEIVING PARTY DATA	
Name:	ORCA CONTRIBUTION LLC
Street Address:	3287 FRANKLIN LIMESTONE RD., STE 301
City:	ANTIOCH
State/Country:	TENNESSEE
Postal Code:	37013
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D770859
Patent Number:	D772562
Patent Number:	D861321
Patent Number:	D788545
Patent Number:	D797523
Patent Number:	D785412
Patent Number:	D801119
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<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:	3122013865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	SHARON PATTERSON, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD., 55 E. MONROE ST.
Address Line 2:	STE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6605.046
NAME OF SUBMITTER:	SHARON PATTERSON
SIGNATURE:	/sharon patterson/

PATENT

DATE SIGNED:	12/27/2019
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Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT**, (this “**Assignment**”), is made effective as of December 24, 2019, by Outdoor Recreation Company of America, LLC, a Tennessee limited liability company and Walker Distributing, LLC, a Tennessee limited liability company (collectively, the “**Assignors**”, and each, an “**Assignor**”), to ORCA Contribution LLC, a Delaware limited liability company (the “**Company**”).

RECITALS:

WHEREAS, pursuant to the terms of that certain Asset Contribution Agreement, dated as of the date hereof (the “**Contribution Agreement**”), by and among the Assignors and the Company, the Assignors have agreed to transfer, convey, assign, set over, and deliver, and the Company has agreed to accept, certain assets of the Assignors; and

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, pursuant to the terms of the Contribution Agreement and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. When used in this Assignment, the following terms shall have the meanings assigned to them in this section:

(a) “**Assignor Owned Intellectual Property Rights**” means all Intellectual Property Rights owned or purported to be owned by the Assignors, including all Assignor Registrations.

(b) “**Assignor Registrations**” means all patents, patent applications, registered trademarks, service marks and copyrights, applications for trademark, service mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and pending applications therefor (including where applicable the title, application or registration number, jurisdiction, and record title owner), owned by the Assignors.

(c) “**Intellectual Property Rights**” means all proprietary rights of every kind and nature however denominated, throughout the world in: (a) all patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, utility models, certificates of invention, extensions, reviews and reexaminations in connection therewith and all improvements thereon; (b) all copyright rights and registrations and applications therefor, together with all translations, adaptations, derivations and combinations therefor, works of authorship, publications, and mask work rights; (c) confidential and proprietary information, including trade secrets, concepts, database rights, and all other proprietary rights in Technology, including Software; (d) all trademarks, trade names, service marks, service names, brands, trade dress, logos, slogans, and all other indicia of origin, source, sponsorship, endorsement or certification, whether or not applied for or registered, and applications, registrations, and renewals in connection therewith, and all of the goodwill associated therewith; (e) all domain names, websites, website content, and social media content, including social media accounts and handles; (f) licenses or permissions regarding rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons, as well as all actions and rights to sue at

law or in equity for any past, present or future infringements, misappropriations or other impairment of any of the foregoing in (a) through (e), including the right to receive all proceeds and damages therefrom, and all rights of protection of interest therein under the laws of all jurisdictions; and (g) copies and tangible embodiments or descriptions of any of the foregoing (in whatever form or medium).

(d) “**Software**” means all computer programs, computer software, code, data and databases, and any and all software implementations of algorithms, models and methodologies, whether in source code or object code, operating systems and specifications, design documents, website code, flow-charts, documentation, user manuals and training materials relating thereto and any translations, compilations, arrangements, adaptations and derivative works thereof, in each of the foregoing cases, in any form or format, and however fixed.

(e) “**Technology**” means all inventions, works, discoveries, innovations, know-how, information (including ideas, concepts, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), Software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, translations thereof, works in process, compilations, arrangements, adaptations, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

2. At the Effective Time, the Assignors hereby transfer, convey, assign, set over, and deliver to the Company all of the Assignor Owned Intellectual Property Rights, and the Company hereby accepts all of the Assignors’ rights, title and interest in, to and under the Assignor Owned Intellectual Property Rights, including the assets set forth on Schedule A.

3. The Assignors hereby authorize the Company to request the applicable governmental offices to record the Company as the assignees and owners of the Assignor Owned Intellectual Property Rights and hereby consent to such recordation.

4. The Assignors will, without further consideration, comply with any reasonable request by the Company, at the Company’s expense, to execute and deliver promptly any additional documents and other instruments as may be reasonably necessary or desirable in order to render effective the consummation of the transactions contemplated by this Assignment and the recordation of the Company as the assignee and owner of the Assignor Owned Intellectual Property Rights. With respect to domain names included in the Assignor Owned Intellectual Property Rights, the Assignors agree to take steps necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s). If, due to applicable registrar rules or regulations, any such domain name cannot be transferred, the Assignors agree to cooperate in good faith to reach a reasonable resolution. Until such reasonable resolution is reached, the Assignors shall maintain any such domain names in full force and effect, at the Company’s expense.

5. This Assignment, the negotiation, terms, and performance of this Assignment, the rights of the parties under this Assignment, and all Actions arising in whole or in part under or in connection with this Assignment, shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. Each party to this Assignment (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the purpose of any Action between the parties hereto arising in whole or in part under or in connection with this Assignment, or the negotiation, terms or performance hereof, (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that its property is exempt or immune from attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of *forum non conveniens* or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Assignment or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court.

7. Each party hereto hereby (a) consents to service of process in any Action between the parties hereto arising in whole or in part under or in connection with this Assignment, or the negotiation, terms or performance hereof, in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by overnight delivery by a nationally recognized courier service at its address specified pursuant to Section 8 of the Contribution Agreement shall constitute good and valid service of process in any such Action, and (c) waives and agrees not to assert (by way of motion, as a defense or otherwise) in any such Action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

8. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, THE CONTEMPLATED TRANSACTIONS, OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

9. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Assignment may be executed by facsimile or .pdf signature by either party hereto and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignors and the Company have caused this Assignment to be executed as of the Effective Date by their duly authorized representatives.

ASSIGNORS:

OUTDOOR RECREATION COMPANY OF
AMERICA, LLC

By: 

Name: Cliff G. Walker

Title: Chief Executive Officer

WALKER DISTRIBUTING, LLC

By: 

Name: Cliff G. Walker

Title: Chief Executive Officer

ACCEPTED BY:

COMPANY:

ORCA CONTRIBUTION LLC

By: 

Name: Cliff G. Walker

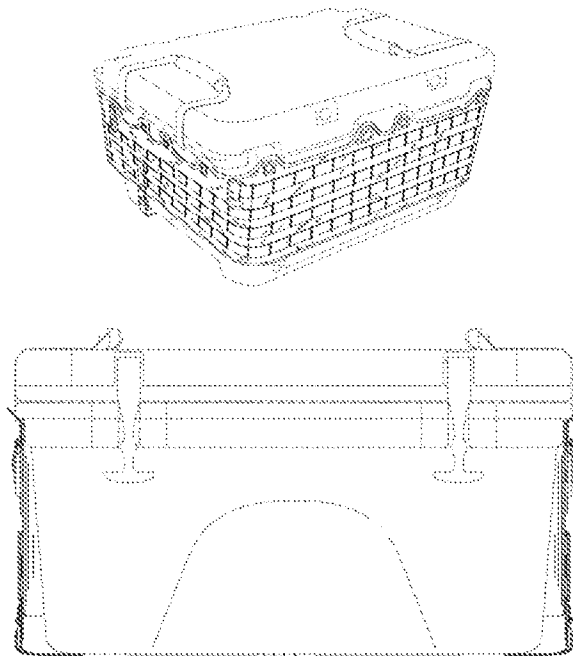
Title: Authorized Person

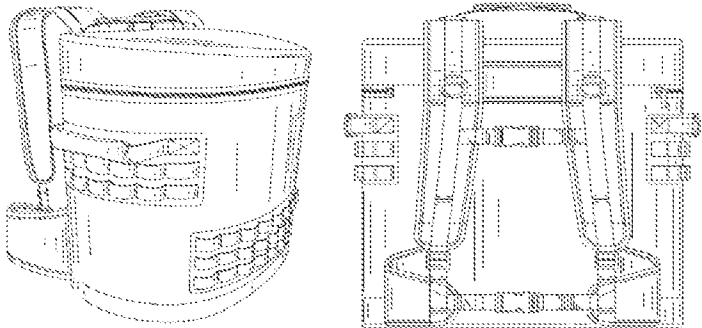
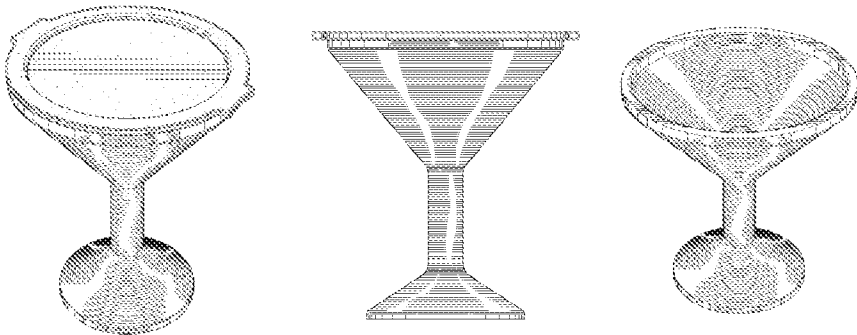
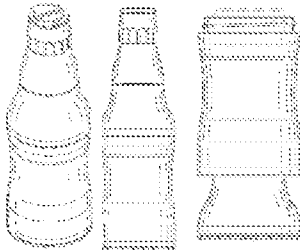
[Signature Page to IP Assignment (ACA)]

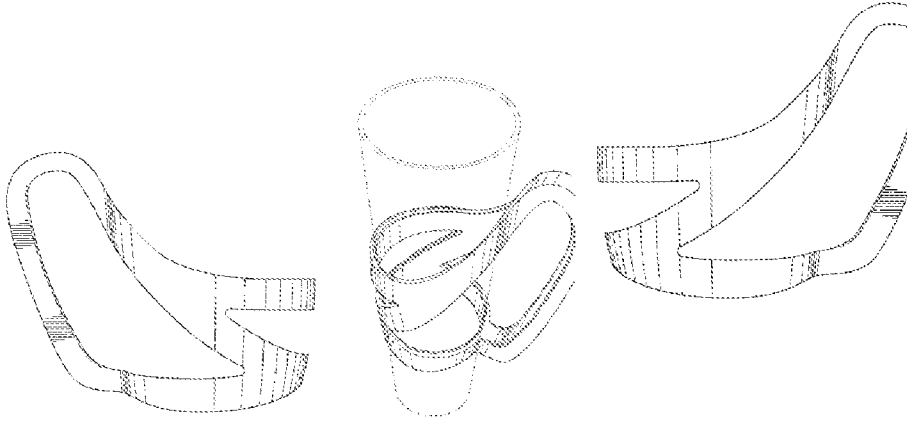
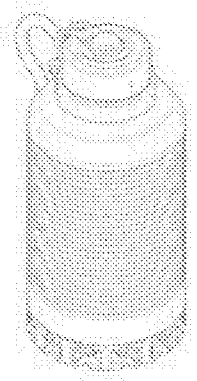
SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT

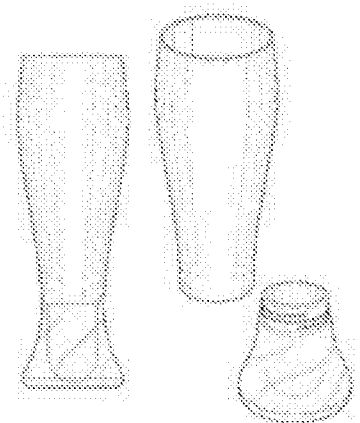
All Intellectual Property Rights owned or purported to be owned by the Assignors, including:

Patents:




Title	Application No. Filing Date	Patent No. Issue Date	Status
Portable Cooler Wrap (design application)	29/523,377 4/9/2015	D770859 11/8/2016	Design Patent expires 11/8/2031.
Drawings			
Portable Dry Bag Soft Cooler (design application)	29/533,147 7/14/2015	D772562 11/29/2016	Design Patent expires 11/29/2031.


Title	Application No. Filing Date	Patent No. Issue Date	Status
Drawings			
Drinking Cup In The Shape Of A Martini Glass With A Lid (design application)	29/567,407 6/8/2016	D861321 10/1/2019	Design Patent expires 10/1/2034.
Drawings			
Insulated Jacket For A Bottle Or A Can (design application)	29/547,114 12/1/2015	D788545 6/6/2017	Design Patent expires 6/6/2032.
Drawings			
Removable Handle for Tumbler	29/561,903 4/20/2016	D797523 9/19/2017	Design Patent Expires 9/19/2032.

Title	Application No. Filing Date	Patent No. Issue Date	Status
(design application)			
Drawings			
Insulated Growler for Containing a Liquid (design application)	29/547,111 12/01/2015	D785412 05/02/2017	Design Patent expires 05/02/2032.
Drawings			

Title	Application No. Filing Date	Patent No. Issue Date	Status
Pilsner Glass (design application)	29/584,113 11/11/2016	D801119 10/31/2017	Design Patent Expires 10/31/2032.
Drawings			

Trademarks:

Title	Class/Goods	Application No. Filing Date	Registration No. Issue Date	Mark
ORCA & design	Class 18 – dry bags	85/680,457 7/18/2012	4,902,153 2/16/2016	
ORCA (words only)	Class 18 – dry bags	85/680,448 7/18/2012	4,902,152 2/16/2016	ORCA®
Whale tail design	Class 18 – dry bags Class 21 – portable coolers	85/680,468 7/18/2012	4,918,413 3/15/2016	
ORCA COOLERS & design	Class 21 - high strength, highly insulated, portable coolers designed for	86/554,663 03/05/2015	4,844,630 11/03/2015	

Title	Class/Goods	Application No. Filing Date	Registration No. Issue Date	Mark
	outdoor use in rugged conditions			
ORCA POD (words only)	Class 18 - dry bags, namely, waterproof bags with carrying straps, thermally insulated walls and waterproof closures	86/626,614 5/12/2015	4,915,302 3/8/2016	ORCA POD®
ORCA ROCKET (words only)	Class 21 - vacuum insulated metallic jackets that convert between two configurations, one configuration for beverage bottles and a second configuration for beverage cans	86/816,787 11/11/2015	5,142,912 2/14/2017	ORCA ROCKET
CHASER (words only)	Class 21 - vacuum insulated metallic covered tumblers for use as drinking glasses	86/817,519 11/12/2015	5,158,808 3/14/2017	CHASER
CHASERTINI (words only)	Class 21 - drinking glasses, namely, thermally insulated martini glasses	86/816,802 11/11/2015	5,142,913 2/14/2017	CHASERTINI
PODSTER & design	Class 21 – portable coolers	86/956,638 3/29/2016	5,196,995 5/2/2017	
THE PLAINS (words only)	Class 21 - Portable coolers	85/980,110 08/07/2012	4,423,223 10/22/2013	THE PLAINS
THE CURE (words only)	Class 21 - Portable coolers	85/980,109 08/07/2012	4,423,222 10/22/2013	THE CURE
BLUE WATER (words only)	Class 21 - Portable coolers	85/980,108 07/18/2012	4,423,221 10/22/2013	BLUE WATER

Title	Class/Goods	Application No. Filing Date	Registration No. Issue Date	Mark
WILDERNESS (words only)		85/980,107 07/18/2012	4,423,220 10/22/2013	WILDERNESS

Domain Name Registrations:

- orcacoolers.net
- orcacoolers.com
- shoporca.com

Copyrights:

Copyright Application Title:	Copyright Registration number / Date:
ORCA Whale Tail.	VA0001986406 / 2015-08-26