

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6579132

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	5	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIG DOG HUNTING, LLC	03/31/2020
RECEIVING PARTY DATA		
Name:	OUTDOOR PRODUCT INNOVATIONS, INC.	
Street Address:	PO BOX 1377	
City:	ELYRIA	
State/Country:	OHIO	
Postal Code:	44036	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7584940
CORRESPONDENCE DATA		
Fax Number:	(216)696-1210	
<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:	2166961422	
Email:	kmh@mccarthylebit.com	
Correspondent Name:	KRISTEN M. HOOVER	
Address Line 1:	101 W. PROSPECT AVE, SUITE 1800	
Address Line 4:	CLEVELAND, OHIO 44115	
ATTORNEY DOCKET NUMBER:	13527-57	
NAME OF SUBMITTER:	KRISTEN M. HOOVER	
SIGNATURE:	/kmh/	
DATE SIGNED:	03/02/2021	
Total Attachments: 11		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 15, 2020, is made by and between Big Dog Hunting, LLC, a Wisconsin limited liability company ("Seller"), and Outdoor Product Innovations, Inc., an Ohio corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of March 31, 2020 (the "Asset Purchase Agreement"), each, a "Party" and collectively, the "Parties".

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

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the domain names set forth on Schedule 3 hereto and the registrations thereof (the "Domains"), together with the goodwill of the business connected with the use of, and symbolized by, the Domains;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such

cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be [reasonably] necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Assigned IP and Previous Third Parties Owners. Seller affirms that certain Assigned IP was previously acquired by Seller from third parties, specifically Lone Fountain Holdings, LLC, Advanced Treestand Investments, LLC, and Ryan Wheelington (the "**Prior IP Owners**"), as set forth on Schedule 4 hereto (the "**Acquired IP**"). Seller hereby authorizes the Prior IP Owners to discuss the Acquired IP and cooperate with Buyer as necessary to effect and record this IP Assignment to Buyer, notwithstanding any nondisclosure or confidentiality agreements between Seller and Prior IP Owners. Seller further agrees to execute an affidavit that memorializes its previous acquisition of the Acquired IP attached hereto at Attachment A.

4. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

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

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

BIG DOG HUNTING, LLC

By: 

Name: PATRICK MCINTYRE

Its: PRESIDENT

OUTDOOR PRODUCT INNOVATIONS, LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have duly executed and delivered this IP Assignment as of the date first above written.

BIG DOG HUNTING, LLC

By: _____

Name: _____

Its: _____

OUTDOOR PRODUCT INNOVATIONS, LLC

By:  _____

Name: Daniel Reaser _____


Its: Owner _____

SCHEDULE 1**ASSIGNED US PATENTS**

Title	Patent No.	Issue Date	Application No.	Filing Date
TREE STAND LOCK APPARATUS AND METHOD OF USE	7,584,940	09/08/2009	12/189,870	08/12/2008
MODULAR TREE STAND	9,027,709	05/12/2015	14/081,299	11/15/2013
SWINGDOWN TREESTAND AND STICK SYSTEM	10,582,704	03/10/2020	15/866,114	01/09/2018
ROUNDED PLATFORM TREE STAND	D558,897	01/01/2008	29/268,658	11/09/2006
ROUNDED PLATFORM TREE STAND	D558,898	01/01/2008	29/268,659	11/09/2006
STACKABLE LADDER	D609,365	02/02/2010	29/315,143	05/29/2009
PAIR OF FOOT PLATFORM SUPPORT TUBES	D613,424	04/06/2010	29/316,665	10/19/2009
GROUND BLIND	D621,898	08/17/2010	29/314,656	04/16/2009
PLATFORM FOR A TREE STAND	D721,186	09/08/2009	29/462,627	08/12/2008
HUNTING TREE STAND	D725,292	03/24/2015	29/462,616	08/06/2013
SUPPORT BAR FOR A TREE STAND	D762,139	07/26/2016	29/531,424	06/25/2015

SCHEDULE 2

ASSIGNED US TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Good/Services Description
ADVANCED "TAKE-DOWN"	4,817,563	09/22/2015	IC 028: Hunting stands
	4,830,596	10/13/2015	IC 028: Hunting stands
BIG DOG TREESTANDS	3249042	06/05/2007	IC 028: Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys
TIMBER STRIKE TREESTANDS	3196880	01/09/2007	IC 028: Camouflage netting used in hunting; field blinds used in hunting; hunting arrow points; hunting blinds; hunting bows; hunting camouflage used as hunting blinds; hunting decoy bags; hunting game calls; hunting stands; lures for hunting; treestands for hunting; and waterfowl hunting decoys

SCHEDULE 3


ASSIGNED DOMAIN NAMES

- www.bigdoghunting.com
- www.advancedtreestands.com
- www.bigdog-outdoors.com
- www.bigdogtreestands.com
- www.bigdogtreestands.net
- www.buckstandz.com
- www.buildyourstand.com
- www.dogjawz.com
- www.lockjawztreestands.com
- www.thenewbigdog.com
- Any variations on the above.
- Any social media pages or accounts, such as Facebook, YouTube, and Amazon, that belong to Seller and are used on the Business, including the Facebook pages for "Big Dog Outdoors," "Big Dog Hunting," "Advanced Treestands," and "LockJawz Treestands."
- Any toll-free telephone numbers used in the Business.

SCHEDULE 4**ACQUIRED IP****US Patents**

Title	Patent No.	Issue Date	Application No.	Filing Date	Listed Owner
TREE STAND LOCK APPARATUS AND METHOD OF USE	7,584,940	09/08/2009	12/189,870	08/12/2008	Lone Fountain Holdings, LLC
MODULAR TREE STAND	9,027,709	05/12/2015	14/081,299	11/15/2013	Advanced Treestand Investments, LLC
SWINGDOWN TREESTAND AND STICK SYSTEM	10,582,704	03/10/2020	15/866,114	01/09/2018	Advanced Treestand Investments, LLC
PLATFORM FOR A TREE STAND	D721,186	09/08/2009	29/462,627	08/12/2008	Advanced Treestand Investments, LLC
HUNTING TREE STAND	D725,292	03/24/2015	29/462,616	08/06/2013	Ryan Wheelington
SUPPORT BAR FOR A TREE STAND	D762,139	07/26/2016	29/531,424	06/25/2015	Advanced Treestand Investments, LLC

US Trademark Registrations

Mark	Registration No.	Registration Date	Good/Services Description	Listed Owner
ADVANCED "TAKE-DOWN"	4,817,563	09/22/2015	IC 028: Hunting stands	Advanced Treestand Investments, LLC
	4,830,596	10/13/2015	IC 028: Hunting stands	Advanced Treestand Investments, LLC

ATTACHMENT A

AFFIDAVIT OF PATRICK MCINTYRE, PRESIDENT AND OWNER OF BIG DOG HUNTING, LLC

STATE OF WISCONSIN)
)
 COUNTY OF MILWAUKEE)

I, Patrick McIntyre, being duly sworn, on oath, do hereby state as follows:

1. I am the president and owner of Big Dog Hunting, LLC, a Wisconsin limited liability company ("Big Dog Hunting"). I have personal knowledge of the facts stated herein and am competent to attest to these facts.

2. On September 27, 2016 the inventor, Benjamin Ray Gee, did assign all right, title, and interest to US Patent No. 7,584,940 for "TREE STAND LOCK APPARATUS AND METHOD OF USE" (the "'940 Patent") to Lone Fountain Holdings, LLC ("Lone Fountain"), and said assignment was duly recorded at reel/frame 041536/0551 (the "First Assignment").

3. On information and belief, subsequent to the First Assignment and prior to January 1, 2017, Big Dog Treestand, Inc., an Illinois corporation, acquired from Lone Fountain and Lone Fountain did assign all right, title, and interest to the '940 Patent to Big Dog Treestand, Inc. (the "Second Assignment").

4. On information and belief, subsequent to the Second Assignment and prior to January 1, 2017, Big Dog Outdoors, Inc., an Illinois corporation, acquired from Big Dog Treestand, Inc. and Big Dog Treestand, Inc. did assign all right, title, and interest to the '940 Patent to Big Dog Outdoors, Inc. (the "Third Assignment").

5. On information and belief, subsequent to the Third Assignment and prior to January 1, 2018, Big Dog Hunting acquired from Big Dog Outdoors, Inc. and Big Dog Outdoors, Inc. did assign all right, title, and interest to the '940 Patent to Big Dog Hunting.

6. On or about February 28, 2018, Big Dog Hunting acquired from Advanced Treestand Investments, LLC and Advanced Treestand Investments, LLC did assign all right, title, and interest to the following intellectual property to Big Dog Hunting:

(i) US Patent No.:	9,027,709
Title:	MODULAR TREE STAND
Issue Date:	05/12/2015
Application No.:	14/081,299

{01442018-1}

Filing Date: 11/15/2013

(ii) US Patent No.: 10,582,704
 Title: SWINGDOWN TREESTAND AND STICK SYSTEM
 Issue Date: 03/10/2020
 Application No.: 15/866,114
 Filing Date: 01/09/2018

(iii) US Patent No.: D721,186
 Title: PLATFORM FOR A TREE STAND
 Issue Date: 09/08/2009
 Application No.: 29/462,627
 Filing Date: 08/12/2008

(iv) US Patent No.: D762,139
 Title: SUPPORT BAR FOR A TREE STAND
 Issue Date: 07/26/2016
 Application No.: 29/531,424
 Filing Date: 06/25/2015

(v) US Trademark: ADVANCED "TAKE-DOWN"
 Registration No.: 4,817,563
 Registration Date: 09/22/2015
 Good/Services: IC 028: Hunting stands



(vi) US Trademark:
 Registration No.: 4,830,596
 Registration Date: 10/13/2015
 Good/Services: IC 028: Hunting stands

7. On or about February 28, 2018, Big Dog Hunting acquired from Ryan Wheelington and Ryan Wheelington did assign all right, title, interest to the following intellectual to Big Dog Hunting:

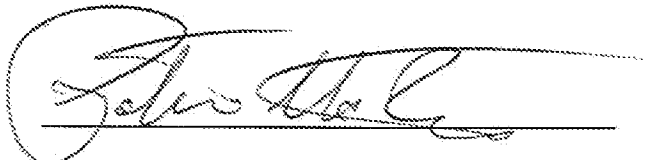
(i) US Patent No.: D725,292
 Title: HUNTING TREE STAND
 Issue Date: 03/24/2015
 Application No.: 29/462,616
 Filing Date: 08/06/2013

8. The above identified assignments outlined in paragraphs 3 through 7 above were never recorded or submitted for recording with the United States Patent and Trademark Office.

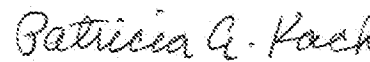
9. On or about March 31, 2020, I executed an Asset Purchase Agreement on behalf of Big Dog Hunting and transferred ownership of and all right, title, and interest to the above identified intellectual property to Outdoor Product Innovations, Inc.

10. I declare that all statements made herein are of my own knowledge and are true, and I understand that willful false statements and the like are punishable by fine or imprisonment, or both (under 18 U.S.C. § 1001), and that such statements may jeopardize the validity of the application or any registration resulting therefrom.

FURTHER AFFIANT SAYETH NAUGHT.


Patrick McIntyre

SUBSCRIBED AND SWORN TO BEFORE ME, this 20 day of May 2020
20__.


Patricia A. Kachel

NOTARY PUBLIC

Comm. exp. 2-4-21

