

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6815211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
ROUNHILL GROUP, LLC	10/12/2020
RECEIVING PARTY DATA	
Name:	REM TML HOLDINGS, LLC
Street Address:	888 SE 3RD AVE.
Internal Address:	SUITE 500
City:	FORT LAUDERDALE
State/Country:	FLORIDA
Postal Code:	33316
PROPERTY NUMBERS Total: 115	
Property Type	Number
Patent Number:	6761101
Patent Number:	6283006
Patent Number:	D580007
Patent Number:	D595385
Patent Number:	7810271
Patent Number:	6256918
Patent Number:	6341442
Patent Number:	6381892
Patent Number:	6415702
Patent Number:	6557288
Patent Number:	D562931
Patent Number:	7530191
Patent Number:	6293040
Patent Number:	9057574
Patent Number:	5706598
Patent Number:	9921019
Patent Number:	10151546
Patent Number:	10228202

PATENT

Property Type	Number
Patent Number:	10281233
Patent Number:	5806226
Patent Number:	5987798
Patent Number:	6668700
Patent Number:	6651542
Patent Number:	7131366
Patent Number:	5755056
Patent Number:	RE38794
Patent Number:	6785996
Patent Number:	7188444
Patent Number:	5799433
Patent Number:	6240670
Patent Number:	6256917
Patent Number:	6427372
Patent Number:	6189431
Patent Number:	5551180
Patent Number:	5664355
Patent Number:	5718074
Patent Number:	5606817
Patent Number:	5718073
Patent Number:	5907919
Patent Number:	5755052
Patent Number:	5918401
Patent Number:	6612062
Patent Number:	6742298
Patent Number:	5872323
Patent Number:	6305115
Patent Number:	7814695
Patent Number:	7219461
Patent Number:	7775149
Patent Number:	7181880
Patent Number:	7866079
Patent Number:	7059078
Patent Number:	7334364
Patent Number:	7143537
Patent Number:	7516570
Patent Number:	7047685
Patent Number:	7162823

Property Type	Number
Patent Number:	7533598
Patent Number:	8112930
Patent Number:	8065949
Patent Number:	7941955
Patent Number:	7946214
Patent Number:	8109025
Patent Number:	D598516
Patent Number:	8061260
Patent Number:	7107715
Application Number:	13348349
Patent Number:	8522465
Patent Number:	D661364
Patent Number:	9239203
Patent Number:	8539708
Patent Number:	8418393
Patent Number:	D685873
Patent Number:	8733009
Patent Number:	8250964
Patent Number:	8726557
Patent Number:	6070512
Patent Number:	6385887
Patent Number:	7322143
Patent Number:	7587851
Patent Number:	8429844
Patent Number:	8443712
Patent Number:	8782943
Patent Number:	8800422
Patent Number:	8844185
Patent Number:	8850735
Patent Number:	8887426
Patent Number:	8887616
Patent Number:	8931137
Patent Number:	8950313
Patent Number:	9057572
Patent Number:	9097475
Patent Number:	9212856
Patent Number:	9234717
Patent Number:	9328981

Property Type	Number
Patent Number:	9347719
Patent Number:	9383149
Patent Number:	9383154
Patent Number:	9410764
Patent Number:	9417019
Patent Number:	9464865
Patent Number:	9500423
Patent Number:	9562730
Patent Number:	9816768
Patent Number:	D702792
Patent Number:	D702793
Patent Number:	D704294
Patent Number:	D716403
Patent Number:	D741978
Application Number:	15816085
Application Number:	15233477
Application Number:	62845579
Application Number:	62849551
Application Number:	16040112
Application Number:	16141543
Patent Number:	8109194

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5035178900

Email: craig.rogers@simpleiplaw.com

Correspondent Name: CRAIG ROGERS

Address Line 1: 19555 SW 53RD AVE.

Address Line 4: TUALATIN, OREGON 97062

ATTORNEY DOCKET NUMBER:	7210-0001
NAME OF SUBMITTER:	CRAIG R. ROGERS
SIGNATURE:	/Craig R. Rogers/
DATE SIGNED:	07/15/2021

Total Attachments: 4

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CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AGREEMENT

THIS CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AGREEMENT ("Assignment"), with an effective date of October 12, 2020 ("**Effective Date**"), is entered into by and between Roundhill Group, LLC, a Delaware limited liability company ("**Assignor**") and REM TML Holdings, LLC, a Delaware limited liability company ("**Assignee**"). The parties hereto is referred individually as "Party" and collectively as "Parties."

WHEREAS, the Assignor, as the buyer, under that certain Amended and Restated Asset Purchase Agreement, dated as of October 7, 2020 (as further amended by Amendment #1 thereto) ("**Asset Purchase Agreement**"), purchased and assumed from Remington Outdoor Company, Inc., FGI Operating Company, LLC, FGI Holding Company, LLC, Barnes Bullets, LLC, Remington Arms Company, LLC, RA Brands, L.L.C., FGI Finance Inc., Huntsville Holdings LLC, TMRI, Inc., Remington Arms Distribution Company, LLC, Great Outdoors Holdco, LLC, Outdoor Services, LLC and 32E Productions, LLC (together "**Sellers**"), certain assets, properties and rights ("**Transaction**");

WHEREAS, the United States Bankruptcy Court for the Northern District of Alabama Northern Division presided over Seller's bankruptcy cases entered that certain Order Approving the Sale of Debtor's Assets free and clear of all Claims, Liens, and Interests on September 30, 2020 approving and authorizing the sale of the Acquired Assets (as defined in Asset Purchase Agreement) to Assignor on the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, the Closing (as defined in the Asset Purchase Agreement) took place on October 12, 2020, whereby the Assignor acquired the rights and title to that Acquired Assets; and

WHEREAS, as the owner of the Acquired Assets, the Assignor enters into this Assignment to sell, transfer, convey, assign and deliver to the Assignee all of the rights and title to that certain category of Acquired Assets reasonably identified in Exhibit A attached to this Assignment ("**Transferred Assets**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT OF TRANSFERRED ASSETS. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer, and deliver to Assignee, and its successors and assigns, all of Assignor's rights, title and interest in, to the Transferred Assets, wherever located, real, personal or mixed, tangible or intangible, owned, held or used in the conduct of the business of the Sellers and acquired as the result of the Transaction.

2. FURTHER ASSURANCE. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Assignment, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Transferred Assets.

3. HEADINGS. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

4. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

5. AMENDMENTS. This Assignment may be amended only by a written agreement executed by an authorized representative of each Party.

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THE PARTIES HAVE EXECUTED this Assignment by and through their properly authorized signatories effective as of the date indicated above.

ASSIGNOR

ROUNDHILL GROUP LLC,
a Delaware limited liability company

By: _____
Name: Scott Soura
Title: Manager

ASSIGNEE

REM TML HOLDINGS LLC,
a Delaware limited liability company

By: _____
Name: Scott Soura
Title: Manager

Exhibit A

Transferred Assets

The capitalized terms herein shall have the meaning as set forth in the Asset Purchase Agreement. Below list represents the category of Acquired Assets constituting the Transferred Assets. Accordingly, Assignee acknowledges and agrees that the below list may exclude certain assets transferred or assigned by the Assignor to a third party.

(h) all Contracts set forth on Schedule 1.1(i) (collectively, the “Assumed Business Contracts” and, together with the Assumed FF&E Leases, the Assumed Inbound IP Licenses, the Assumed Outbound IP Licenses, and the Assumed Motor Vehicle Leases, the “Assumed Contracts”);

(j) all (i) registered and unregistered Intellectual Property owned and primarily used by Seller in connection with the ownership, operation and/or management of the Business, other than Excluded Assets, and any and all corresponding rights that, now or hereafter, may be secured throughout the world (collectively, the “Acquired Intellectual Property”), and (ii) to the extent transferable under applicable Law, all agreements under which Intellectual Property is licensed to Seller and used primarily in connection with the ownership, operation and/or management of the Business, other than the Trademark License Agreement (collectively, the “Assumed Inbound IP Licenses”);

(k) the agreements listed on Schedule 1.1(k) under which Seller has granted licenses, sublicenses, or similar rights, permissions or franchises to use any Acquired Intellectual Property (the “Assumed Outbound IP Licenses”);

(v) all rights and title to the shares of capital stock (and any other equity interests or rights convertible into equity interests) (the “RLC Shares”) of Remington Licensing Corporation, a Delaware corporation, that are owned by RA Brands, L.L.C., a Delaware limited liability company (provided, that, Buyer reserves the right, in its sole discretion to assign to a third party or classify the assets described in this subsection (h) as an Excluded Asset at any time prior to the Closing Date; provided further that any such deduction shall have no effect on the Purchase Price); and

[Nothing Follows]