

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7104338

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HOOKE REELS LLC | 12/15/2020 |
| RECEIVING PARTY DATA | |
| Name: | PENN FISHING TACKLE MFG. CO. |
| Street Address: | 3028 W HUNTING PARK AVE |
| City: | PHILADELPHIA |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19132 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 10165767 |
| Patent Number: | 9661835 |
| Patent Number: | 8770504 |
| Patent Number: | 10869468 |
| CORRESPONDENCE DATA | |
| Fax Number: | (314)480-1505 |
| <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: | 314-480-1500 |
| Email: | pto-sl@huschblackwell.com |
| Correspondent Name: | DAN S. COHN |
| Address Line 1: | HUSCH BLACKWELL LLP |
| Address Line 2: | 190 CARONDELET PLAZA, SUITE 600 |
| Address Line 4: | ST. LOUIS, MISSOURI 63105 |
| ATTORNEY DOCKET NUMBER: | 535656.1 |
| NAME OF SUBMITTER: | LIZ BEHLING |
| SIGNATURE: | /Liz Behling/ |
| DATE SIGNED: | 01/04/2022 |
| Total Attachments: 5 | |
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of December 15, 2020 (the "Effective Date") by and between Hooker Trust LLC ("Assignor") and Penn Fishing Tackle Mfg. Co. ("Assignee"). Assignor and Assignee are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of December 15, 2020 (as amended, supplemented or modified, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the patents and patent applications set forth on Schedule A (the "Patents"), and the Parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, the Parties hereby agrees as follows:

1. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, all right, title and interest in, to and under the Patents in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all patents that issue from the patent applications included in the Patents, (c) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to any of the Patents), (d) all rights to apply for, prosecute and obtain patents and industrial design registrations in respect of any of the inventions to the extent fully supported by the Patents throughout the world, and (e) all other rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Assignor shall, at Assignee's expense, take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

3. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the Parties hereby authorize any such governmental authorities to record this Assignment.

4. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance

with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Hooker Reels LLC

DocuSigned by:
By: Trista Evans
Name: Trista Evans
Title: Vice President

ASSIGNEE:

Penn Fishing Tackle Mfg. Co.

By: _____
Name: Kevin Jayson
Its: Treasurer

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Hooker Reels LLC

By: _____
Name:
Title:

ASSIGNEE:

Penn Fishing Tackle Mfg. Co.

DocuSigned by:
By: Kevin Jayson
Name: Name: Kevin Jayson
Its: Treasurer

[Signature Page to Patent Assignment]

PATENT
REEL: 058547 FRAME: 0152

SCHEDULE A**PATENTS AND PATENT APPLICATIONS**

| Title | Country | App. No./ Filing Date Pub. No./ Pub. Date | Patent No./ Issue Date | Inventors | Current Owner of Record |
|---------------------------|----------------|--|-----------------------------------|------------------|--|
| Motor Driven Fishing Reel | US | 15/608,025 5/30/2017 — | 10,165,767 1/1/2019 | Thomas Sandstrom | Hooker Reels LLC* |
| Motor Driven Fishing Reel | US | 14/325,448 7/8/2014 — | 9,661,835 5/30/2017 | Thomas Sandstrom | Hooker Reels LLC* |
| Motor Driven Fishing Reel | US | 13/625,352 9/24/2012 — | 8,770,504 7/8/2014 | Thomas Sandstrom | Hooker Reels LLC* |
| Motor Driven Fishing Reel | US | 16/237,024 12/31/2018 | Pending | Thomas Sandstrom | Hooker Reels LLC* |