

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI47989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert Hale	02/15/2024
RECEIVING PARTY DATA	
Company Name:	Good Sportsman Marketing, L.L.C.
Street Address:	5250 Frye Road
City:	Irving
State/Country:	TEXAS
Postal Code:	75061
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13134754
CORRESPONDENCE DATA	
Fax Number:	7139750995
<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:	+1(832)886-6845
Email:	ttaylor@dmiplaw.com
Correspondent Name:	Usha Menon
Address Line 1:	D'Ambrosio & Menon PLLC
Address Line 2:	3 Sugar Creek Center Blvd., Suite 100
Address Line 4:	Sugar land, TEXAS 77478
ATTORNEY DOCKET NUMBER:	GSM001
NAME OF SUBMITTER:	JUSTIN TAYLOR
SIGNATURE:	JUSTIN TAYLOR
DATE SIGNED:	02/23/2024
Total Attachments: 5	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of February 15, 2024 by and between GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company (“Assignee”), HALE LURE, L.L.C. dba Stanley Jigs, a Louisiana limited liability company (“Hale Lure”), and ROBERT E. HALE (“R. Hale” and together with Hale Lure, the “Assignors”).

W I T N E S S E T H:

WHEREAS, GSM Holdings, Inc., a Delaware corporation and affiliate of Assignee (“GSM”), and Hale Oil Co., a Louisiana corporation and affiliate of the Assignors (“Hale Oil”), are parties to that certain Asset Purchase Agreement by and among GSM, Hale Oil and the other parties thereto dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to Assignee, including certain Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Intellectual Property as provided in the Purchase Agreement.

WHEREAS, the Assignors and Assignee desire that all of the Assignors respective rights, titles and interests in and to all Intellectual Property owned or held by the Assignors be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

(a) Assignment. Each Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Intellectual Property listed on Exhibit A hereto (including any and all common law rights associated with the Intellectual Property owned or held by each Assignor, together with the goodwill of the Business relating to the products and services on or in connection with which the Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to the Assignors with respect to the Intellectual Property.

(b) Further Assurances. Each Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Intellectual Property, to clear any encumbrances on the Intellectual Property, or otherwise give full effect to the purposes of this Agreement.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by all parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by each Assignor to Assignee of the Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNORS:

HALE LURE, L.L.C. dba Stanley Jigs, a Louisiana limited liability company

By: Robert E. Hale
Name: Robert E. Hale
Title: President

Robert E. Hale
Robert E. Hale

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company

By: _____
Name: Edward R. Castro
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNORS:

HALE LURE, L.L.C. dba Stanley Jigs, a Louisiana limited liability company

By: _____
Name:
Title:

Robert E. Hale

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company

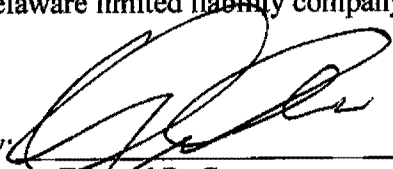
By:  _____
Name: Edward R. Castro
Title: Chief Executive Officer

Exhibit A

Registered Patents:

Country	Application/ Patent No.	Filing Date/ Issue Date	Title	Current Owner	Status
US	US 8959827B1	06/16/2011 / 02/24/2015	Enhanced action fishing lure	Robert E. Hale	Active