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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI57390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hard and Soft Fishing, Inc.	02/22/2024

RECEIVING PARTY DATA

Company Name:	RMB Importing, LLC
Street Address:	525 Jefferson Street
City:	Fort Atkinson
State/Country:	WISCONSIN
Postal Code:	53538

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11602138

CORRESPONDENCE DATA

Fax Number: 4142735198

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: 4142733500

Email: emcguire@gklaw.com,sdelsman@gklaw.com

Correspondent Name: Elizabeth McGuire

Address Line 1: 833 E. Michigan Street, Suite 1800 Address Line 4: Milwaukee, WISCONSIN 53202-5615

ATTORNEY DOCKET NUMBER:	058187-0167	
NAME OF SUBMITTER:	ELIZABETH MC GUIRE	
SIGNATURE:	ELIZABETH MC GUIRE	
DATE SIGNED:	02/28/2024	

Total Attachments: 5

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PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is made and shall be effective as of is entered into as of the 22 day of February, 2024 (the "Effective Date"), by and between Hard and Soft Fishing, Inc., a Wisconsin corporation ("<u>Assignor</u>") and RMB Importing, LLC, a Wisconsin limited liability company ("<u>Assignee</u>").

RECITALS

WHEREAS, Assignor, owns all right, title, and interest in and to the (i) patent identified in **Schedule 1** attached hereto, and all inventions described and claimed therein (including all divisional, continuations, continuations-in-part, provisionals, reissues, r_enewals, reexaminations, extensions of such patents or interferences thereof) (collectively referred to as the "<u>Assigned Patents</u>") and (ii) trademarks identified in **Schedule 2** attached hereto any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademarks (collectively the "<u>Assigned Trademarks</u>");

WHEREAS, Assignor, in accordance with a Contribution Agreement, desires to make a capital contribution to Assignee by contributing certain of its assets and rights to Assignee, including all right, title and interest throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the (i) Assigned Patents and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, and

(ii) Assigned Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the (i) Assigned Patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom, all proceeds therefrom together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the Effective Date, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, and (ii) Assigned Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

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Where appropriate, the parties authorize and request the Commissioner of Patents and Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register patents and trademarks, to record Assignee as the assignee and owner of the Assigned Patents and Assigned Trademarks.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Patents and Assigned Trademarks by Assignor to Assignee.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

[Signature page follows.]

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IN WITNESS WHEREOF, the undersigned parties have executed this Patent and Trademark Assignment as of the Effective Date.

"ASSIGNOR":

HARD AND SOFT FISHING, INC., a Wisconsin corporation

ву: _

Name:

Title:

President

Date: 2-22-2024

"ASSIGNEE":

RMB IMPORTING, LLC, a Wisconsin limited liability company

By: HARD AND AOFT FISHING, INC.,

its Manager

By:

Name:

Title: President

Date

(Signature page to Patent and Trademark Assignment)

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SCHEDULE 1

Assigned Patents

Patent	Jurisdiction	[Application Number] Patent Number	[Application Date] Issue Date
Apparatus and Method for Quickly Changing the Surface Features of a Fishing Flasher	US	[17/381,971] 11,602,138	[July 21, 2021] March 14, 2023

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SCHEDULE2

Assigned Trademarks

Trademark	Jurisdiction	Registration Number	Registration Date
Moonshine Lures Logo	Michigan	801945950	July 1, 2008

RECORDED: 02/28/2024