29/3044

CH \$165.00

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAD BOY ENTERPRISES, LLC		I10/22/2010 I	LIMITED LIABILITY COMPANY: MISSISSIPPI

RECEIVING PARTY DATA

Name:	BB BUGGIES INC.	
Street Address:	1451 Marvin Griffin Road	
City:	Augusta	
State/Country:	GEORGIA	
Postal Code:	30906	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2973044	"BAD BOY"
Registration Number:	3278592	BAD BOY BUGGIES
Serial Number:	77566442	THEY'LL NEVER HEAR YOU COMING
Serial Number:	77637643	BAD BOY HYBRID ETV
Serial Number:	77717785	BAD BOY HYBRID
Serial Number:	77937357	BAD BOY

CORRESPONDENCE DATA

Fax Number: (301)896-0607

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 301-896-0600

Email: dinman@bw-iplaw.com

Correspondent Name: BERENATO & WHITE, LLC

Address Line 1: 6550 ROCK SPRING DRIVE

Address Line 2: SUITE 240

Address Line 4: BETHESDA, MARYLAND 20817

TRADEMARK

REEL: 004411 FRAME: 0502

ATTORNEY DOCKET NUMBER:	6440 TRADEMARKS	
NAME OF SUBMITTER:	Joseph W. Berenato, III Reg No. 30546	
Signature:	/Joseph W. Berenato, III/	
Date:	11/09/2010	
Total Attachments: 3 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif		

TRADEMARK
REEL: 004411 FRAME: 0503

ASSIGNMENT OF TRADEMARKS, REGISTRATIONS AND APPLICATIONS October 22, 2010

THIS TRADEMARK, REGISTRATIONS AND APPLICATIONS ASSIGNMENT ("Assignment") is made as of the 22nd day of October, 2010 from Bad Boy Enterprises, LLC, a Mississippi limited liability company having its principal place of business at 199 Highway 61 South, Natchez, MS 39120 ("Assignor"), to BB Buggies Inc., a Delaware corporation having a place of business at 1451 Marvin Griffin Road, Augusta, GA 30906 ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement, as hereinafter defined. This Assignment is not intended to grant or impose, nor shall it be construed as granting or imposing, any rights or obligations to or on Assignor or Assignee beyond those expressly set forth in the Agreement, as hereinafter defined.

WHEREAS Assignor is a party to that certain Asset Purchase Agreement dated as of October 12, 2010 (the "Agreement") by and among Assignor, John Dale IV, Priscilla Dale, Lara Griffiths, Peter Dale, Emily Dale, John Hunter Dale, Patrick P. Burns, Jr., Nathan Armand Burns, Eric Brady Burns, James Lusk, and Catherine Lusk (individually a "Member" and collectively the "Members,"); and Assignee, relating exclusively to the sale of substantially all of the assets of the Assignor by Assignor to Assignee;

WHEREAS, pursuant to Section 7(b)(i) of the Agreement, Assignor has agreed to deliver this assignment;

WHEREAS Assignor desires to convey its entire right, title and interest in and to the United States and foreign trademarks, registrations and applications set forth in <u>Schedule A</u> hereto, ("Marks"); and

WHEREAS Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR does hereby transfer, convey and assign unto the said ASSIGNEE all right, title and interest in and to the said Marks throughout the world, together with the goodwill of the Business symbolized by the said Marks, all registrations and applications for registration of the said Marks, including without limitation those identified on the attached Schedule A, and also all past, present and future claims for infringement of the said Marks, whether known or unknown, now existing or hereafter arising.

[The remainder of this page is intentionally left blank]

TRADEMARK REEL: 004411 FRAME: 0504

EXECUTION COPY

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first written above.

BAD BOY ENTERPRISES, LLC

By: Name: Men Ber - SE CRE CANT Title: PAT BURNS JP.

STATE OF	,)
COUNTY OF) ss.:)
On this 22nd day of October, 2010, before r	
	of Bad Boy Enterprises, LLC who is
whose name is subscribed to the within instr	n the basis of satisfactory evidence) to be the person rument and acknowledged to me that she executed by her signature on the instrument the person, or the d, executed the instrument.
Witness my hand and official seal.	
Signature of Natory Public	

TRADEMARK REEL: 004411 FRAME: 0505

EXECUTION COPY

SCHEDULE A List of Registrations and Applications

Application No	Filing Date	Registration No:	Registration Date	Country	Mark Mark	Status 7
78/218,933	2/25/2003	2973044	7/19/2005	USA	Bad Boy	Registered
77/019,467	10/12/2006	3278592	8/14/2007	USA	Bad Boy Buggies	Registered
77/566,442	9/10/2008	<u>-</u>		USA	They'll Never Hear You Coming	Approved – Statement of Use Filed
77/637,643	12/22/2008	•	-	USA	Bad Boy Hybrid ETV	Under Review
77/717,785	4/20/2009	_	-	USA	Bad Boy Hybrid	Under Review
77/937,357	2/17/2010	•	_	USA	Bad Boy	Under Review
1408878	1/27/2010	TMA768370	6/1/2010	Canada	Bad Boy Buggies	Registered

TRADEMARK REEL: 004411 FRAME: 0506

RECORDED: 11/09/2010