

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
Commerce National Bank		12/31/2008	a national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Audubon Bell LLC		
Street Address:	640-A Lakeview Plaza Boulevard		
City:	Worthington		
State/Country:	OHIO		
Postal Code:	43085		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3163163	MOOCHIE & CO.	
Registration Number:	3273794	MOOCHIE & CO.	
CORRESPONDENCE DATA			
Fax Number:	6142223437		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(614) 462-1055		
Email:	barbara.bacon@icemiller.com		
Correspondent Name:	Roger A. Gilcrest		
Address Line 1:	250 West Street		
Address Line 4:	Columbus, OHIO 43215-7509		
ATTORNEY DOCKET NUMBER:	32957.0001		
NAME OF SUBMITTER:	Roger A. Gilcrest		
Signature:	/Roger A. Gilcrest/		

CH \$65.00 3163163

TRADEMARK

Date:

05/25/2012

Total Attachments: 5

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TRANSFER OF ASSETS BY SECURED PARTY

COMMERCE NATIONAL BANK, a national banking association with an address of 3650 Olentangy River Road #100, Columbus, Ohio 43214 ("Bank"), in consideration of [REDACTED] paid to Bank by **AUDUBON BELL LLC**, an Ohio limited liability company with an address of 7007 Temperance Point Street, Westerville, Ohio 43082-8707 ("Purchaser"), does hereby transfer and deliver unto Purchaser all of the following described personal property (the "Assets"):

All of the assets of every kind and character as owned by MOOCHIE & COMPANY, INC., an Ohio corporation ("Debtor"), or used in connection with the operation of Debtor's businesses, including without limitation all assets described on Exhibit A-1, attached hereto, whether such assets are located at the principal office of Debtor at 640-A Lakeview Plaza Blvd., Worthington, Ohio 43085 or elsewhere, or co-mingled with or substituted for any collateral described in the Security Agreement, as more particularly described below, between Bank and Debtor.

The transfer of the Assets is made pursuant to the provisions of Ohio Revised Code §§1309.601 et. seq. (the "UCC"), and Purchaser herein acquires all rights in and to the Assets as provided therein.

Bank hereby represents and warrants to Purchaser that:

1. Bank obtained a valid security interest in the Assets pursuant to a Security Agreement dated March 9, 2007, between Bank and Debtor;
2. To the best of Bank's actual knowledge and belief, Bank properly perfected its security interest in the Assets in accordance with the provisions of the UCC;
3. To the best of Bank's actual knowledge and belief, upon perfection, Bank's security interest became, and as of the date Bank obtained possession of the Assets continued to be, a valid and perfected lien against the Assets; and
4. To the best of Bank's actual knowledge and belief, on December 31, 2008, Bank, as a result of defaults of Debtor under its obligations to Bank, obtained possession of the Assets pursuant to the Surrender of Collateral executed by Debtor and delivered to Bank as of that date.

Purchaser, by its execution and acceptance hereof, acknowledges: (a) that it has inspected all of the Assets as herein transferred, (b) receipt of all of the Assets "AS IS" and "WHERE IS," and (c) that Bank has not made and does not make any guarantee or warranty whatsoever as to the value, fitness or condition of any or all of the Assets.

Purchaser hereby agrees to indemnify and hold harmless Bank and its officers, directors, shareholders, members, employees, and agents, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or

expense of any nature whatsoever, including without limitation reasonable attorney's fees and other legal costs (whether or not suit is brought), arising from and related to the attempted disgorgement, disgorgement or defense or any attempted disgorgement of the purchase price paid hereunder by Purchaser to the Bank for the Assets and for any portion of the funds received by the Bank from Debtor, defined as the "Payment" under that certain Surrender of Assets Agreement of even date, that the Bank is required, under any circumstances, to disgorge. Additional terms of such indemnification shall be set forth in an Indemnification Agreement of even date.

[The remainder of this page is intentionally left blank. The signature page follows.]

Bank and Purchaser have executed this document as of December 31, 2008.

BANK:

COMMERCE NATIONAL BANK, a
national banking association

By: _____
Jeffrey A. Nelson, Vice President

PURCHASER:

AUDUBON BELL LLC, an Ohio limited
liability company

By:  _____
Albert J. Bell, Authorized Member

Bank and Purchaser have executed this document as of December 31, 2008.

BANK:

COMMERCE NATIONAL BANK, a
national banking association

PURCHASER:

AUDUBON BELL LLC, an Ohio limited
liability company

By: 

Jeffrey A. Nelson, Vice President

By: _____

Albert J. Bell, Authorized Member

EXHIBIT A

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles (including without limitation, the trade name "Moochie & Co."), whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, together with:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later;

(B) All products and produce of any of the property described in this collateral section;

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this collateral section; and

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.