

## 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
F3 Brands LLC		05/23/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hopkins Manufacturing Corporation		
Street Address:	428 Peyton		
Internal Address:	P.O. Box 1157		
City:	Emporia		
State/Country:	KANSAS		
Postal Code:	66801		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85366896	RHINOGEAR	
Serial Number:	85366914		
CORRESPONDENCE DATA			
Fax Number:	9136479057		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	awilliams@hoveywilliams.com		
Correspondent Name:	Thomas B. Luebbering		
Address Line 1:	10801 Mastin Blvd.		
Address Line 2:	Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210		
ATTORNEY DOCKET NUMBER:	1680.315		
NAME OF SUBMITTER:	Thomas B. Luebbering		
Signature:	/Thomas B. Luebbering/		

CH \$65.00 85366896

TRADEMARK

Date:

06/07/2012

Total Attachments: 3

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## ASSIGNMENT

This Agreement is entered into by and between F3 Brands LLC (hereinafter "ASSIGNOR"), a corporation duly organized under the laws of the State of Delaware, having an address of 2402 Industrial Parkway, Miami, Oklahoma 74354; and Hopkins Manufacturing Corporation (hereinafter "ASSIGNEE"), a corporation duly organized under the laws of the State of Kansas having an address of 428 Peyton, P.O. Box 1157, Emporia, Kansas 66801.

Whereas, ASSIGNOR, has adopted, used and/or licensed the use of, and is using and/or licensing the use of the mark RHINOGEAR (hereinafter "the first Mark"), Application Serial No. 85/366,896, filed July 8, 2011 (hereinafter "the first Application") and the mark consisting of a RHINO (hereinafter "the second Mark"), Application Serial No. 85/366,914, Filed July 8, 2011 (hereinafter "the second Application"); and

Whereas, ASSIGNEE is desirous of acquiring all right, title and interest in, to and under the first and second Marks and the first and second Applications.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer unto ASSIGNEE the full and exclusive right, title and interest, throughout the world, in, to and under the first and second Marks, the first and second Applications, and any and all registrations which be granted for the first and second Marks in the United States of America and all foreign countries thereto, together with the good will of the business symbolized by the first and second Marks and the right to sue for and collect on all claims for damages by reason of past infringement of the first and second Marks.

2. At ASSIGNEE's request, ASSIGNOR shall provide non-monetary assistance to ASSIGNEE in registering, perfecting, enforcing or defending ASSIGNEE's rights in the first and second Marks.

This Agreement is executed this 23 day of May, 2012

ASSIGNOR:

F3 Brands LLC

[Signature]  
By:

STATE OF Oklahoma )  
 ) ss.  
County of Ottawa )

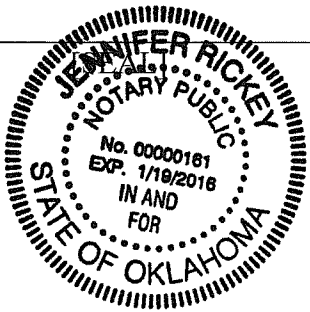
On this 23 day of May, 2012, before me personally appeared Rocky Flick, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

1-19-16

My Commission expires:

[Signature]

Notary Public



ASSIGNEE:

Hopkins Manufacturing Corporation

[Signature]  
By Brad Kraft

STATE OF Kansas )  
 ) ss.  
County of Lyon )

On this 30th day of May, 2012, before me personally appeared **Brad Kraft**, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

My Commission expires:

February 17, 2013  
[SEAL]

[Signature]

Notary Public

