

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
Ultra Stores, Inc.		09/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Scamp & Scoundrel LLC		
Street Address:	122 S. Michigan Ave.		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85504322	SCAMP & SCOUNDREL	
CORRESPONDENCE DATA			
Fax Number:	3126551917		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3126559900		
Email:	asamlan@kdsllaw.com		
Correspondent Name:	Alan B. Samlan, Knechtel Demeur & Samlan		
Address Line 1:	525 W. Monroe St.		
Address Line 2:	Suite 2360		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	ULTRA/S&S		
NAME OF SUBMITTER:	Alan B. Samlan		
Signature:	/Alan B. Samlan/		

OP \$40.00 85504322

Date:

10/17/2012

Total Attachments: 3

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ultra Stores, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 10, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Scamp & Scoundrel LLC

Internal

Address: Suite 800

Street Address: 122 S. Michigan Ave.

City: Chicago

State: IL

Country: US Zip: 60603

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Limited Liability Co Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

85/504,322

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SCAMP & SCOUNDREL filed 12/27/2011

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alan B. Samlan, Knechtel, Demeur & Samlan

Internal Address: Suite 2360

Street Address: 525 W. Monroe St.

City: Chicago

State: IL Zip: 60661

Phone Number: 312-655-9900

Fax Number: 312-655-1917

Email Address: asamlan@kdsllaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

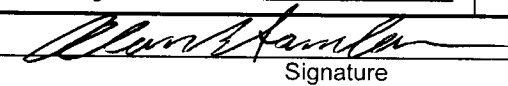
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 061201

Authorized User Name 3126

9. Signature:



Signature

October 17, 2012

Date

Alan B. Samlan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of September 10, 2012 ("Effective Date") by and between Ultra Stores, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal mailing address at 122 S. Michigan Ave., Suite 800, Chicago, IL 60603 ("Assignor"), and Scamp & Scoundrel LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole member of Assignee and wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark application identified as Serial Number 85504322 for the trademark SCAMP & SCOUNDREL, together with the transfer of the portion of Assignor's business with which the mark is intended to be used, (hereinafter referred to as the "Mark"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Mark pertains, and that business is ongoing and existing.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark together with the portion of the Assignor's business to which the Mark is intended to be used, and which are symbolized by the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

3. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to the Mark or rights assigned herein; (2) the prosecution or defense of any interference,

opposition, infringement or other proceedings that may arise in connection with the Mark or rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.


4. This Assignment shall be governed by and construed in accordance with the laws of the state of Delaware.

5. The parties may execute this Assignment in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Ultra Stores, Inc.


By:



Daniel Marks
President

Scamp & Scoundrel LLC

By:



Name: Joseph Donaghy
Title: Executive Vice President