

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commerce LLC		01/17/2013	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	BFG Kalamazoo, LLC		
Street Address:	4660 East Paris Ave. SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3326518	EMERALD PARK	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 683-5627		
Email:	nancychow@paulhastings.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	BFG/COMMERCE 77551.00001		
NAME OF SUBMITTER:	Nancy Chow		
Signature:	/Nancy Chow/		

CH \$40.00 3326518

Date:

01/22/2013

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Agreement**”) is entered into as of January 17, 2013 (the “**Effective Date**”), by and between Commerce LLC, a Maryland limited liability company (“**Assignor**”) and BFG Kalamazoo, LLC, an Indiana limited liability company, having an address of 4660 East Paris Ave. SE, Grand Rapids, MI 49512 (“**Assignee**”).

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the “**Asset Purchase Agreement**”), including the trademarks and service marks listed in Exhibit A and all other trademarks, logos and trade names related to the “Emerald Park” brand owned by Assignor (the “**Marks**”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, including, without limitation, ten dollars (\$10.00), the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the

intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. GENERAL

3.1 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware applicable to agreements made and to be performed wholly within such jurisdiction. Each of the parties hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of the State of Illinois and the United States of America located in the County of Cook for any Action (as that term is defined in the Asset Purchase Agreement) arising out of or relating to this Agreement (and agrees not to commence any Action relating thereto except in such courts), and (ii) waives and agrees not to plead or claim in any such court that any Action brought in any such court that any such Action brought in any such court has been brought in an inconvenient forum.

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

3.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements

and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

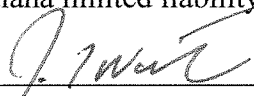
[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

BFG Kalamazoo, LLC,
an Indiana limited liability company

By:  _____
Name: Jack Westerman
Title: Vice President and Secretary

“Assignor”

Commerce LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

BFG Kalamazoo, LLC,
an Indiana limited liability company

By: _____
Name: Jack Westerman
Title: Vice President and Secretary

“Assignor”

Commerce LLC,
a Maryland limited liability company

By: _____
Name: Richard J. Lessans
Title: Manager

Exhibit A
Marks

Serial No.	Reg. No.	Mark	Status	Owner
78686222	3326518	EMERALD PARK	Registered	Commerce LLC