

## 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
Ever-Green Seasons, LLC		12/31/2012	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Rauch Industries, Inc.		
Street Address:	3800A Little Mountain Road		
City:	Gastonia		
State/Country:	NORTH CAROLINA		
Postal Code:	28056		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3526598	EVER-GREEN SEASONS	
Registration Number:	3526602	EVER-GREEN SEASONS	
CORRESPONDENCE DATA			
Fax Number:	2129574514		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-957-7600		
Email:	trademark@cohengresser.com, jparks@rauchindustries.com, hs@rauchindustries.com, lmadden@rauchindustries.com		
Correspondent Name:	Karen H. Bromberg		
Address Line 1:	800 Third Avenue FL 21		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	1039.008		
NAME OF SUBMITTER:	Karen H. Bromberg		

OP \$65.00 3526598

Signature:	/ karen h. bromberg /
Date:	07/09/2013
Total Attachments: 2 source=Bill of Sale (00131536)#page1.tif source=Bill of Sale (00131536)#page2.tif	

## BILL OF SALE

This Bill of Sale is made this 31<sup>st</sup> day of December 2012, from Ever-Green Seasons, LLC, a Colorado limited liability company ("Seller") to Rauch Industries, Inc., a North Carolina corporation ("Buyer").

Seller hereby sells, transfers, assigns, conveys and delivers to Buyer, all of the assets (other than the Excluded Assets as defined in the Asset Purchase Agreement), including all of Seller's right, title and interest in, to and under any and all physical and/or technology based assets, properties and rights of Seller of every kind, nature and description, real, personal or mixed, tangible or intangible, known or unknown, wherever located, and any other assets related, either directly or indirectly, to Seller including without limitation the assets set forth on Schedule A (the "Acquired Assets") and the liabilities set forth on Schedule B (the "Assumed Liabilities"), to have and to hold the Acquired Assets unto Buyer and its heirs, successors and assigns to and for its and their own proper use and benefit forever.

The internal laws of the State of New York shall govern the validity and interpretation of this Bill of Sale and the performance by the parties hereto of their respective duties and obligations hereunder.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed and delivered this Bill of Sale under seal as of the date first set forth above.

EVER-GREEN SEASONS, LLC

By: 

Name: Heather Shepardson

Title: Manager