

11/18/2013

Form PT 1594 (Rev. 12/11) OMB Collection 0651-0027 exp. 04/30/2



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

103663820

TRADEMARKS ONLY

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

11-18-13

1. Name of conveying party(ies):

J.C. Renfroe & Sons, Inc.

- Individual(s), Partnership, Corporation- State: Florida, Other

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 31, 2013

- Assignment, Security Agreement, Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Caldwell Group, Inc.

Street Address: 5055 26th Avenue

City: Rockford

State: Illinois

Country: United States Zip: 61109

- Individual(s) Citizenship, Association Citizenship, Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship Illinois, Other Citizenship

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) Text

B. Trademark Registration No.(s)

0792555 0838734

Additional sheet(s) attached? Yes No

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

RENFROE Stylized "R"

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

Name: WilliamsMcCarthy LLP

Internal Address: Attn: Mr. Adam B.E. Lied

Street Address: 120 West State Street

P.O. Box 219

City: Rockford

State: Illinois Zip: 61105

Phone Number: (815) 987-8915

Docket Number:

Email Address: alied@wilmac.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account, Enclosed

8. Payment Information:

11/19/2013 KMGUYEN1 00000050 0792555 Deposit Account Number 40.00-00 FC:8522 25.00-07 Authorized User Name

9. Signature:

[Signature]

November 11, 2013

Signature

Date

Adam B.E. Lied (ARDC No. 6303831), Attorney for The Caldwell Group, Inc.

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

6

Name of Person Signing

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

TRADEMARK REEL: 005163 FRAME: 0837

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 31st day of October, 2013, (the "**Effective Date**") by and between J.C. Renfroe & Sons, Inc., a Florida Corporation ("**Assignor**"), and The Caldwell Group, Inc., an Illinois corporation ("**Assignee**").

WHEREAS, Assignor owns the entire right, title and interest in and to certain registered U.S. trademarks as listed in attached Schedule A (collectively the "**Marks**");

WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks
2. Assignor represents and warrants that:
 - (i) Assignor owns the entire right, title and interest in and to the Marks;
 - (ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (iv) there are no liens or security interests against the Marks;
 - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
 - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
3. Assignee shall be responsible to file a copy of this Agreement and Schedule A hereto with the United States Patent and Trademark Office within five business days of the

Effective Date. At any time, and from time to time after the Effective Date, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and shall take such other action as may be necessary, at Assignee's expense, in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing and Assignor agrees not to challenge Assignee's use or ownership, or the validity, of the Marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. This Agreement and Schedule A hereto constitutes the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties.

7. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of laws principles.

8. This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

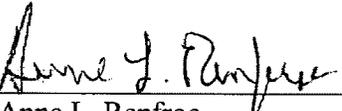
9. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written above.

ASSIGNOR:

J.C. Renfroe & Sons, Inc.

By: 
Anne L. Renfroe
Its: President

ASSIGNEE:

The Caldwell Group, Inc.

By: _____
Douglas R. Stitt
Its: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written above.

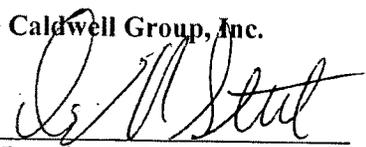
ASSIGNOR:

J.C. Renfroe & Sons, Inc.

By: _____
Anne L. Renfroe
Its: President

ASSIGNEE:

The Caldwell Group, Inc.

By:  _____
Douglas R. Stitt
Its: President

Schedule A

Trademark	Serial No.	Registration No.	Registration Date
RENFROE	72207836	0792555	July 13, 1965
Stylized "R"	72257194	0838734	November 14, 1967