

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
Dempster Industries LLC		01/30/2014	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Dempsters LLC
Street Address:	711 South 6th Street
City:	Beatrice
State/Country:	NEBRASKA
Postal Code:	68310
Entity Type:	LIMITED LIABILITY COMPANY: WYOMING

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1785234	DEMPSTER
Registration Number:	2174482	ALLEY CAT
Registration Number:	0589387	SUBMASTER
Registration Number:	1410165	AIRSHIP
Registration Number:	3289025	DEMPSTER

CORRESPONDENCE DATA

Fax Number: 9136479057
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 913-647-9050
 Email: tmdocketing.colombo@hoveywilliams.com
 Correspondent Name: Andrew G. Colombo/Hovey Williams LLP
 Address Line 1: 10801 Mastin Blvd.
 Address Line 2: Suite 1000
 Address Line 4: Overland Park, KANSAS 66210

CH \$140.00 1785234

ATTORNEY DOCKET NUMBER:	AGC/DEMPSTR/1417.000
NAME OF SUBMITTER:	Andrew G. Colombo
Signature:	/Andrew G. Colombo/
Date:	01/31/2014
Total Attachments: 3 source=Assignment executed to Dempsters LLC#page1.tif source=Assignment executed to Dempsters LLC#page2.tif source=Assignment executed to Dempsters LLC#page3.tif	

ASSIGNMENT

This Agreement is entered into by and between **Dempster Industries LLC** (hereinafter "ASSIGNOR"), a limited liability company duly organized under the laws of the State of Ohio; and **Dempsters LLC** (hereinafter "ASSIGNEE"), a limited liability company duly organized under the laws of the State of Wyoming.

WHEREAS, ASSIGNOR has adopted, used and/or licensed the use of, and is using and/or licensing the use of a number of trademarks (hereinafter "the Marks") and has registered the Marks as United States trademark registrations (hereinafter "the Registrations"), each of which is enumerated in Exhibit A attached hereto; and

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

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 Marks and the Registrations, together with the good will of the business symbolized by the Marks and the right to sue for and collect on all claims for damages by reason of past infringement of the Marks or the Registrations.
2. At ASSIGNEE's request, ASSIGNOR shall provide non-monetary assistance to ASSIGNEE in registering, perfecting, enforcing or defending ASSIGNEE's rights in the Marks, including, but not limited, execution of any necessary documents.


This Agreement is executed this 30 day of January, 2014.

ASSIGNOR:

Dempster Industries LLC

ASSIGNEE:

Dempsters LLC

By: 
Wallace Davis, President and CEO

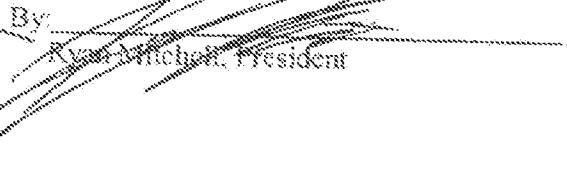
By: 
Adam Mitchell, President

EXHIBIT A

<u>REGISTRATION NO.</u>	<u>MARK</u>	<u>ISSUE DATE</u>
1,785,234	DEMPSTER AND DESIGN	August 3, 1993
2,174,482	ALLEY CAT	July 31, 1998
589,387	SUBMASTER (STYLIZED)	May 4, 1954
1,410,165	AIRSHIP AND DESIGN	September 23, 1986
3,289,025	DEMPSTER	September 4, 2007

