

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Distributors of St. Charles, Missouri, Inc. a/k/a Knights International		05/15/2014	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Global Advantage Trading and Imports, L.L.C.		
Street Address:	9651 St. Charles Rock Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63114		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3690985	SUBZERO	
Registration Number:	2792812	SUBZERO	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7630		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Michael J. Hickey		
Address Line 1:	Lewis, Rice & Fingersh, L.C.		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Michael J. Hickey		
SIGNATURE:	/mjh/		
DATE SIGNED:	05/30/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of this 15th day of May, 2014, is made and entered into by Knight Distributors of St. Charles, Missouri, Inc., also known as Knights International, a Missouri corporation with a place of business at 1000 Lake Saint Louis Blvd., Suite 23, Lake St. Louis, Missouri 63367 ("Assignor"), in favor of Global Advantage Trading and Imports, L.L.C., a Missouri limited liability company with a place of business at 9651 St. Charles Rock Road, St. Louis, Missouri 63114 and at 6725R Chippewa Street, St. Louis, Missouri 63109 (the "Assignee").

WHEREAS, Assignor is the listed owner of the following trademarks:

- SUBZERO, a standard character mark that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 3,690,985;
- SUBZERO, a composite character and design mark (depicted below) that is the subject of common law rights and a registration with the U.S. Patent and Trademark Office, Registration No. 2,792,812:



- SUBZERO, a standard character mark that is the subject of common law rights and a registration with the Canadian Intellectual Property Office, Registration No. TMA734192; and
- SUBZERO, a standard character mark that is the subject of common law rights and a registration with the Canadian Intellectual Property Office, Registration No. TMA741942.

WHEREAS, Assignor executed an Assignment on or about December 5, 2002 (the "2002 Assignment") in which Assignor granted, transferred and assigned to Assignee all of Assignor's right, title and interest in and to the name "Subzero" and any rights associated with such name;

WHEREAS, Assignor unsuccessfully contested the 2002 Assignment;

WHEREAS, pursuant to an Order entered by the Honorable Colleen Dolan of the Circuit Court of St. Louis County, Missouri, Assignor herein assigns to Assignee, and Assignee acquires from Assignor, all right, title and interest in and to all of the above-identified marks (collectively, the "Marks") and registrations therefor (collectively, the "Registrations"), together with the goodwill of Assignor's business associated with the Marks and Registrations and any and all other rights associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor assigns, sells and sets over to Assignee all right, title and interest in and to the Marks and Registrations, together with the goodwill of Assignor's business symbolized by the Marks and Registrations, and all other rights that Assignor has enjoyed thereunder as trademarks, service marks, trade names, domain names and otherwise, including, without limitation, all rights and remedies based upon past infringement (including the right to sue and collect damages and profits for such infringement).

2. Assignor covenants and agrees that it will, at any time, on request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the aforementioned assets and rights assigned by this Assignment.

3. The undersigned represents and warrants that he has full and lawful authority to make, execute and deliver this Trademark Assignment on behalf of Assignor.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

KNIGHT DISTRIBUTORS OF ST. CHARLES,
MISSOURI, INC. also known as KNIGHTS
INTERNATIONAL

By: 

Name and Title: