

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camel Manufacturing Company	FORMERLY Bower's, Inc.	06/11/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Camel Manufacturing Company, LLC		
Street Address:	Two Town Square Boulevard, Suite 310		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28803		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1214020	CAMEL	
Registration Number:	1720938	CAMEL CUSTOM CANVAS SHOP	
Registration Number:	1737297	CAMEL CUSTOM CANVAS SHOP	
CORRESPONDENCE DATA			
Fax Number:	3133096879		
<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:	412.394.7742		
Email:	rlewis@clarkhill.com		
Correspondent Name:	Rebecca Lewis		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Rebecca D. Lewis		
SIGNATURE:	/Rebecca D. Lewis/		
DATE SIGNED:	06/16/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Agreement"), effective as of June 11, 2014 ("Effective Date"), is made and entered into by and between Camel Manufacturing Company, a Tennessee corporation ("Assignor") and Camel Manufacturing Company, LLC, a North Carolina limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A, attached hereto and incorporated herein (the "Marks"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all right, title and interest in and to the Marks.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and for good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. (a) Pursuant to the terms and conditions of that certain Agreement and Plan of Merger between Assignor and Assignee, dated June 10, 2014 (the "Merger Agreement"), as well as the terms and conditions hereof, Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee all Assignor's worldwide rights, title and interests in and to the Marks, including, without limitation, all statutory and/or common law rights therein, all registrations and applications for registration for the Marks together with the goodwill of the business symbolized by the Marks, effective as of the date hereof. Assignor does hereby further assign to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present and/or future infringements of said common law and/or registered Marks, together with the right to sue and recover therefor, including the right to bring suit in its own name and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(b) Assignor promptly shall deliver to Assignee all documentation pertaining to the Marks, including copies of all correspondence to or from examining authorities regarding the Marks and all correspondence with any attorney involved in the preparation and/or prosecution of the Marks.

(c) Upon execution of this Agreement, Assignor shall retain no right or license under the Marks.

2. Documentation and Cooperation. Assignor hereby covenants that, upon the request of Assignee (or its assigns), Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to the Marks and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to Assignor. Assignor will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all

papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and/or perfect such rights, title, and interest in Assignee, its successors and assigns for the Marks and to any applications and registrations therefor and/or said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns) provided, however, that Assignor has obtained the prior ~~written consent of Assignee (or its successors or assigns) to incur the expense for which~~ Assignor seeks payment.

3. Warranties. Assignor represents and warrants that it is: (i) duly organized and existing under laws of the State of Tennessee and has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) immediately prior to the execution of this Agreement, Assignor owned all right, title and interests in and to the Marks; and (iii) Assignor has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 1 above.

4. Marks Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue trademark registrations to issue each and every registration or other certificate comprising part of the Marks, as defined herein, in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Agreement.

5. Amendment. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

6. No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

7. Successors and Assigns. This Agreement shall inure to the benefit of the parties and their respective successors and assigns and shall be binding upon the parties and their respective successors and assigns.

8. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by Parties hereto as of the Effective Date.

CAMEL MANUFACTURING COMPANY

By: *David Nolletti*
David Nolletti, President

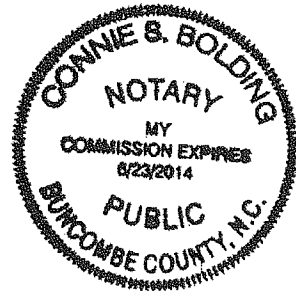
STATE OF North Carolina)
)
COUNTY OF Buncombe) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of June, 2014, personally appeared David Nolletti known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

Connie S. Bolding
Notary Public

My Commission Expires: June 23, 2014



CAMEL MANUFACTURING COMPANY, LLC

By: [Signature]
David Nofletti, President

STATE OF North Carolina)
)
COUNTY OF Buncombe)

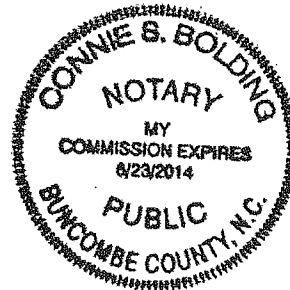
SS:

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IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires: June 23, 2014



SCHEDULE A

COUNTRY	TRADEMARK	REGISTRATION OR APPLICATION NO.
United States	CAMEL	Reg. No. 1,214,020
United States	CAMEL CUSTOM CANVAS SHOP	Reg. No. 1,720,938
United States	CAMEL CUSTOM CANVAS SHOP	Reg. No. 1,737,297