

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309569

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
After Five, Inc.		06/26/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	David Lewis Enterprises, LLC		
<b>Street Address:</b>	499 HOBBS LANE		
<b>City:</b>	COX'S CREEK		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40013		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4073217	POWDER KEG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aharrison@stites.com		
<b>Correspondent Name:</b>	David W. Nagle, Jr.		
<b>Address Line 1:</b>	400 West Market St.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Aimee Harrison		
<b>SIGNATURE:</b>	/aimee harrison/		
<b>DATE SIGNED:</b>	07/02/2014		
<b>Total Attachments: 2</b>			
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OP \$40.00 4073217

## TRADEMARK ASSIGNMENT

WHEREAS, After Five, Inc. an Indiana Corporation (hereinafter referred to as "After Five"), has adopted the trademark Powder Kegs Marks, as set forth and registered in US Trademark Registration No. 4,073,217, Application Serial No. 85-239, 659 (hereinafter referred to as the "Trademark"):

WHEREAS, David Lewis Enterprises, LLC (hereinafter referred to as the "Assignee"), desires to acquire all of the right, title and interest in and to the Trademark, including the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration as set forth herein, the receipt of which is hereby acknowledged by the undersigned, After Five, by and through Michael J. Walro, Trustee in bankruptcy of the case captioned *In re After Five, Inc.*, pending in the United States Bankruptcy Court for the Southern District of Indiana, New Albany Division, as Case No.: 13-92785-BHL-7, and pursuant to the Bankruptcy Court's Order Granting Agreed Entry on Motion to Sell U.S. Trademark Registration No. 4,073,217, Application Serial No. 85-239, 659 entered June 20, 2014 (the "Assignor"), hereby sells, transfers, conveys, and assigns all of the Assignor's right, title, and interest in and to the Trademark, as well as the goodwill of the business symbolized thereby, the right to register the Trademark worldwide, and the right to sue for past, present, and future infringement, to the Assignee, and the Assignee hereby accepts such assignment.

This transfer is made without warranty or representation of any kind or nature, expressed or implied, said sale being made "as is, where is, with all faults."

This Trademark Assignment shall be binding upon the Assignor and Assignee, their respective licensees, successors, heirs, and assigns. In this connection, the rights herein granted to Assignee shall inure to the benefit of Assignee, its licensees, successors, heirs and assigns.

IN WITNESS WHEREOF, Assignor has executed this document the 26 day of June, 2014.

### ASSIGNOR

By: Michael J. Walro, trustee  
Michael J. Walro, as Trustee in Bankruptcy of  
After Five, Inc., and not individually

STATE OF Indiana )  
COUNTY OF Jefferson ) SS:

Before me a Notary Public, in and for said County and State, personally appeared Michael J. Walro, bankruptcy trustee in the case captioned *In re After Five, Inc.*, who acknowledged that they are the owner of the trademark which is the subject of this assignment and signs this Trademark Assignment as their voluntary act and deed.

Witness my hand and Notarial Seal this 26 day of June, 2014.

Lynette M. Anderson  
Notary Public  
Lynette M. Anderson  
Printed Name

My Commission Expires: 2/3/16

County of Residence: Jefferson

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