

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIXIE DEW PRODUCTS, INC.		09/04/2014	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	MAGIC NUTRITION, LLC		
Street Address:	1360 Jamike Drive		
Internal Address:	POB 18310		
City:	Erlanger		
State/Country:	KENTUCKY		
Postal Code:	41018		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3982285	BC'S MAGIC POWDER	
CORRESPONDENCE DATA			
Fax Number:	5134196474		
<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:	(513) 852-6074		
Email:	lev@woodlamping.com		
Correspondent Name:	Lev K. Martyniuk, Esq.		
Address Line 1:	600 Vine Street		
Address Line 2:	Suite 2500		
Address Line 4:	CINCINNATI, OHIO 45202		
ATTORNEY DOCKET NUMBER:	100318-0002		
NAME OF SUBMITTER:	Lev K. Martyniuk, Esq.		
SIGNATURE:	/Lev K. Martyniuk/		
DATE SIGNED:	09/05/2014		
Total Attachments: 4			
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source=BC'S MAGIC POWDER Assignment 9-4-2014#page2.tif			
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TRADEMARK			

OP \$40.00 3982285

SALE AND ASSIGNMENT OF TRADEMARK

THIS SALE AND ASSIGNMENT OF TRADEMARK (the "Assignment") is effective as of the 4 day of September, 2014 (the "Effective Date") from **DIXIE DEW PRODUCTS, INC.**, a Kentucky corporation (the "Seller") and **MAGIC NUTRITION, LLC**, a Kentucky limited liability company (the "Buyer"). For purposes of this Assignment the term "Parties" shall mean both Seller and Buyer, and the term "Party" shall mean each of them individually.

WHEREAS, Seller has adopted, is and has been using and is the sole and exclusive owner of all right, title, and interest in and to the trademark listed on the attached Exhibit A (the "Trademark");

WHEREAS, Seller and Buyer have agreed to sell and buy, respectively, the Trademark together with the goodwill symbolized thereby, and in association with which the Trademark is being used or has been used;

WHEREAS, Buyer wishes to acquire from Seller the entirety of Seller's right, title and interest in and to the Trademark;

WHEREAS, the Parties hereto wish to evidence such sale, transfer, and assignment as set forth below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Sale, Transfer and Assignment. For and in consideration of the Purchase Price, (as defined herein below), Seller hereby sells, transfers, assigns, and conveys to Buyer, its successors and assigns forever, Seller's entire right, title and interest in, to and under the following: (a) the Trademark and the goodwill of Seller's business appertaining thereto and/or symbolized thereby; (b) any and all other rights, privileges and priorities of Seller provided under United States, state or foreign law with respect to the Trademark, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition; (c) any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademark and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademark and Related Rights. (The rights set forth in subsections 1(b) through (d) shall be referred to herein as the "Related Rights.")

2. Purchase Price. Concurrently with the Buyer's execution and delivery of this Assignment to Seller, Buyer shall pay to Seller the principal sum (the "Purchase Price") of One

Hundred Dollars and No Cents (\$100.00) for and in complete consideration of the Trademark and Related Rights.

3. No Warranties, Etc. Except Warranty of Title. Seller makes and gives no warranties, representations, or covenants with respect to the Trademark or the Related Rights (other than as set forth, if at all, in Section 1 above) of any kind as to same excepting however a warranty of clear, unencumbered and marketable title in and to the Trademark and Related Rights.

4. No Third Party Beneficiary Rights. Nothing expressed or implied in this Assignment is intended to confer upon any person other than Seller and Buyer and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

5. Governing Law. This Assignment will be governed by and construed in accordance with the substantive internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. Further Assurances. Each of the Parties hereto shall execute and deliver such further instruments and other documents as the other party may reasonably request to effectuate the purposes of, or to evidence the transactions contemplated by, this Assignment.

DIXIE DEW PRODUCTS, INC.
a Kentucky corporation

By: 

Name: Robert C. Carl

Title: President

Date: 9/4/2014

MAGIC NUTRITION, LLC,
a Kentucky limited liability company

By: 

Name: Alan Mackinder

Title: Manager/President

Date: 9/4/2014

State of Ohio
Commonwealth of Kentucky)
County of Hamilton) SS:

On this 4th day of September, 2014, before me appeared Robert C. Carl, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of **Dixie Dew Products, Inc.**, as the President thereof and with authority to do so.

Juanita L. Hamilton
Signature of Notary Public



JUANITA L. HAMILTON
Notary Public, State of Ohio
My Commission Expires
December 7 2018

State of Ohio
Commonwealth of Kentucky)
County of Hamilton) SS:

On this 4th day of September, 2014, before me appeared Alan Mackinder, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of **Magic Nutrition, LLC**, as the Manager/President thereof and with authority to do so.

Juanita L. Hamilton
Signature of Notary Public



JUANITA L. HAMILTON
Notary Public, State of Ohio
My Commission Expires
December 7 2018

EXHIBIT A
TRADEMARK

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
BC'S MAGIC POWDER	3,982,285	June 21, 2011

882911.1
9/4/2014