

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317566

<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>
Barton Nelson, Inc.		08/01/2014	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gill Bebco LLC		
<b>Street Address:</b>	10800 Lackman Road		
<b>City:</b>	Lenexa		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KANSAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3840890	BOOTY BASKETS	
<b>Registration Number:</b>	3184526	SPIDER TAC	
<b>Registration Number:</b>	3184527	SPIDER TAC ADHESIVE NOTES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9132731882		
<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>Phone:</b>	913-234-7526		
<b>Email:</b>	lswain@polsinelli.com		
<b>Correspondent Name:</b>	Lawrence A. Swain		
<b>Address Line 1:</b>	6201 College Blvd.		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Overland Park, KANSAS 66211		
<b>ATTORNEY DOCKET NUMBER:</b>	GIL041-286816		
<b>NAME OF SUBMITTER:</b>	Geneva Reimer		
<b>SIGNATURE:</b>	/Geneva Reimer/		
<b>DATE SIGNED:</b>	09/22/2014		
<b>Total Attachments: 3</b>			
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source=Gill Bebco LLC TM Assignment#page2.tif			

CH \$90.00 3840890



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated August 1, 2014 (this "Trademark Assignment"), is made, executed and delivered by JAMES MACLAUGHLIN, AS COURT-APPOINTED RECEIVER OF BNI HOLDING COMPANY; BARTON NELSON, INC.; SIR SIX, L.L.C.; AND THEIR AFFILIATES ("Assignor"), in favor of Gill Bebo LLC, a Kansas limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, the parties have entered into that certain Private Foreclosure and Asset Purchase Agreement, dated August 1, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase and assume from Assignor, and Assignor agreed to sell, convey, transfer, assign, and deliver to Assignee, on the Closing Date, the Purchased Assets, including the Intellectual Property;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to execute this Trademark Assignment pursuant to which Assignor will assign all of its right, title, and interest in and to certain trademarks comprising part of the Intellectual Property; and

WHEREAS, this Trademark Assignment is a closing deliverable under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Defined Terms. Capitalized terms used but not defined in this Trademark Assignment shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, grants, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title, benefit, privilege and interest in, to and under each trademark, service mark, trade dress, trade name, logo, slogan, name, and other indicia of origin identified in Attachment A to this Trademark Assignment, together with any applications and/or registrations thereof and the goodwill of the business symbolized thereby (the "Marks"), including all common law rights and all claims for damages by reason of past and future infringements of any Mark, with the right to sue and collect therefor, and all rights corresponding to any of the above throughout the world. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the sale, assignment, grant, conveyance, transfer and delivery in this Trademark Assignment not been made.

3. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered by Assignor pursuant to the Asset Purchase Agreement. Nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of a conflict

between this Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control in all respects.

4. Parties Bound. This Trademark Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

5. Applicable Law. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Missouri without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Trademark Assignment may be delivered by facsimile and by scanned .pdf image.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and authorized, effective as of the date first above written.

RECEIVER FOR BNI HOLDING  
COMPANY; BARTON NELSON, INC.;  
SIR SIX, L.L.C.; AND THEIR  
AFFILIATES

A handwritten signature in cursive script, reading "James MacLaughlin", written over a horizontal line.

James MacLaughlin, Receiver

ATTACHMENT A TO  
TRADEMARK ASSIGNMENT

TRADEMARKS

Unregistered Marks

BEBCO

EDIT-TAC

ESEE TAC

E-SEE TAC GOLD

S/S SOCKET SECRETARY

SOCKET SECRETARY

STICKLERS

STICKY PAPER

TOUCH DOWN NOTES

Registered Marks

U.S. Reg. No.

BOOTY BASKETS

3,840,890

SPIDER TAC

3,184,526

SPIDER TAC ADHESIVE NOTES

3,184,527