

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324523

<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>
Kraft Group LLC		11/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Andrew L. Berler		
<b>Street Address:</b>	61 Devon Lane		
<b>City:</b>	Marstons Mills		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02648		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4519304	BMAX	
<b>Serial Number:</b>	85832207	BMAX	
<b>Registration Number:</b>	4519303	BERLERMAX	
<b>Serial Number:</b>	85832202	BERLERMAX	
<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>Phone:</b>	2124303161		
<b>Email:</b>	dsharrow@gunder.com		
<b>Correspondent Name:</b>	David Sharrow		
<b>Address Line 1:</b>	220 West 42nd Street		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	David Sharrow		
<b>SIGNATURE:</b>	/DPS/		
<b>DATE SIGNED:</b>	11/26/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of November 20, 2014 ("Effective Date") by and between Kraft Group LLC, a Delaware limited liability company ("Assignor") and Andrew L. Berler ("Assignee").

**WHEREAS**, Assignor is the owner of the trademarks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registrations and registration applications of such Marks in the United States Patent and Trademark Office; and

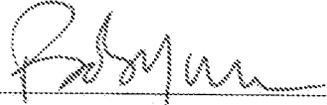
**NOW, THEREFORE**, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee. Pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Mark pertains, which business is ongoing and existing.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of the Mark.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 20th day of November, 2014.

ASSIGNOR: **KRAFT GROUP LLC**

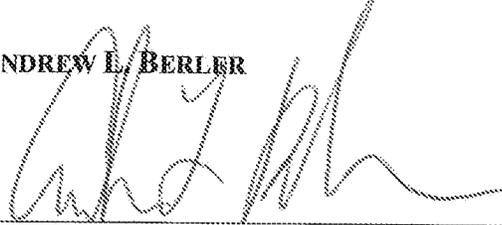


Signature

BY: ROBYN WASER  
TITLE: AUTHORIZED AGENT

The foregoing Assignment is hereby accepted as of the 20th day of November, 2014.

ASSIGNEE: **ANDREW L. BERLER**



Signature

**SCHEDULE A**

**TRADEMARK REGISTRATIONS/APPLICATIONS**

<b>Trademark</b>	<b>U.S. Reg. No.</b>	<b>Reg. Date</b>	<b>U.S. App. No.</b>	<b>Filing Date</b>
BMAX	4,519,304	April 22, 2014	85/981,264	January 25, 2013
BMAX			85/832,207	January 25, 2013
BERLERMAX	4,519,303	April 22, 2014	85/981,261	January 25, 2013
BERLERMAX			85/832,202	January 25, 2013