

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weigel Stores, Inc.		03/10/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Stripes LLC		
Street Address:	4525 Ayers Street		
City:	Corpus Christi		
State/Country:	TEXAS		
Postal Code:	78415		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4015057	MONKEY ICE	
Serial Number:	85136184	MONKEY ICE	
CORRESPONDENCE DATA			
Fax Number:	5129062075		
<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>			
Email:	lauff@dcllegal.com		
Correspondent Name:	DENKO COBURN LAUFF LLP c/o Steven Lauff		
Address Line 1:	3811 Bee Cave Road, Suite 204		
Address Line 4:	West Lake Hills, TEXAS 78746		
ATTORNEY DOCKET NUMBER:	21354-045TL1		
NAME OF SUBMITTER:	Steven Lauff		
SIGNATURE:	/Steven Lauff/		
DATE SIGNED:	04/09/2015		
Total Attachments: 3			
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OP \$65.00 4015057

TRADEMARK ASSIGNMENT

WHEREAS, Weigel Stores, Inc., a corporation organized under the laws of Tennessee ("*Assignor*"), adopted, used, and is using the trademark MONKEY ICE on and in connection with fruit flavored frozen beverages, filed U.S. Trademark Application Serial No. 85/136,184 for the mark MONKEY ICE, was issued U.S. Trademark Registration No. 4,015,057, and owns all federal, state, and common law rights, titles, and interests therein and related thereto (all of the foregoing collectively the "*Marks*");

WHEREAS, Stripes LLC, a limited liability company organized under the laws of Texas ("*Assignee*"), desires to acquire all rights, titles, and interest in, to, and under the Marks, together with the goodwill of Assignor's business symbolized by the Marks and associated therewith, and with the right to recover for damages and profits for past infringements thereof;

WHEREAS, Assignor and Assignee have entered into that certain TRADEMARK SALE, PURCHASE, AND TRANSITIONAL LICENSE AGREEMENT setting forth the terms and conditions of the sale, assignment, and transfer of the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to and does hereby irrevocably assign, transfer, convey and set over to Assignee all of Assignor's rights, titles, and interests in, to, and under the Marks and the associated applications and registration thereof, together with the goodwill of Assignor's business symbolized by the Marks and associated therewith, and with the right to recover for damages and profits for past infringements thereof;

Assignor hereby authorizes the Commissioner of Trademarks of the United States to issue to Assignee all of registrations the Marks in accordance with the terms of this instrument; and

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee for reasonable out of pocket costs, do all other lawful acts reasonable or necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests herein assigned.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer this 10th day of March, 2015, to be effective at the time set forth below.

WEIGEL STORES, INC.

Bill Weigel

Bill Weigel, ~~President~~ (Signature)
Chairman

Date: 3/10/15

State of Tennessee §
County of Knox §

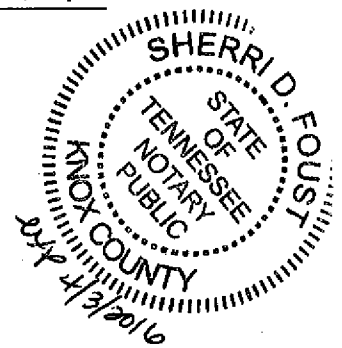
Before me, Sherrri D. Foust of the state and county mentioned, personally appeared Bill Weigel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be ~~president~~ Chairman of Weigel Stores, Inc., the within named bargainor, a corporation, and that such ~~president~~ Chairman, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Chairman.

Witness my hand and seal, at office in Knox County, this 10th day of March, 2015.

(SEAL)

Sherrri D. Foust

(continued next page)



IN WITNESS WHEREOF, Assignee and accepts and acknowledges this instrument by the hand of its duly authorized officer this 24th day of March, 2015, to be effective at 12:01 a.m. CST on the 25th day of March, 2015.

STRIPES LLC

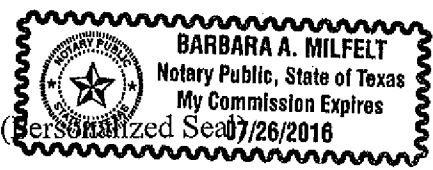
[Signature]

Brad Williams, Senior Vice President-Retail Operations West

Date: 3/24/15

State of Texas
County of Duessa

This instrument was acknowledged before me on March 24, 2015, by Brad Williams, Senior Vice President-Retail Operations West of Stripes LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public

My commission expires: 7/26/16