

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342054

<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>
Fendrich Industries, Inc.	FORMERLY Carolina Manufacturing Company	04/01/2015	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Springs Creative Products Group, LLC		
<b>Street Address:</b>	300 Chatham Ave., Suite 100		
<b>City:</b>	Rock Hill		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29730		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0599408	HAV-A-HANK	
<b>Registration Number:</b>	2479896	HAV-A-DANNA	
<b>Registration Number:</b>	2552321	HAV-A-HANK	
<b>Registration Number:</b>	2680245	DOGGIEDANNA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8033246529		
<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>	8033246454		
<b>Email:</b>	hodge_kimberly@hotmail.com		
<b>Correspondent Name:</b>	Kimberly Hodge		
<b>Address Line 1:</b>	300 Chatham Ave., Suite 100		
<b>Address Line 4:</b>	Rock Hill, SOUTH CAROLINA 29730		
<b>NAME OF SUBMITTER:</b>	Kimberly Hodge		
<b>SIGNATURE:</b>	/KAH/		
<b>DATE SIGNED:</b>	05/21/2015		
<b>Total Attachments: 4</b>			
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source=IP Assignement - Fendrich Industries to SCPG#page4.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is dated effective as of April 1, 2015, by FENDRICH INDUSTRIES, INC., an Indiana corporation ("Assignor"), in favor of SPRINGS CREATIVE PRODUCTS GROUP, LLC, a South Carolina limited liability company ("Assignee").

A. WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

B. WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement; and

C. WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and the agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, Assignor, intending to be legally bound, hereby agrees as follows:

**Section 1.** Assignment of Intellectual Property. Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, free and clear of all Encumbrances, all of Assignor's right, title and interest in and to the Purchased Intellectual Property as set forth on **Schedule 1** attached hereto. To the extent any of the rights, title or interest in and to the Purchased Intellectual Property cannot be assigned by Assignor to Assignee, Assignor hereby grants to Assignee an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Purchased Intellectual Property can be neither assigned nor licensed by Assignor to Assignee, Assignor hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against Assignee or any of Assignee's successors in interest to such non-assignable and non-licensable rights. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Purchased Intellectual Property and to receive any and all damages awarded as a result of such claim. The parties agree that Assignee has the right to file this Assignment with the U.S. Patent and Trademark Office, U.S. Copyright Office, and any non-U.S. equivalent agencies.

**Section 2.** Further Assurances. At any time and from time to time after the date hereof, at the request of the Assignee, and without further consideration, Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment and the Purchase Agreement with respect hereto.

**Section 3.** Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

**Section 4.** Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**Section 5.** Entire Agreement. This Assignment and the Purchase Agreement and the other documents and agreements delivered hereunder and thereunder constitute the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first set forth above.

"ASSIGNOR":

FENDRICH INDUSTRIES, INC.

By: David M. Moore  
Name: DAVID M. MOORE  
Title: PRESIDENT

[Signature Page to IP Assignment]

Schedule 1

**Purchased Intellectual Property**

Registered Marks

1. Registration No. 599,408 for HAV-A-HANK and design
2. Registration No. 2,4799,896 for HAV-A-DANNA
3. Registration No. 2,552,321 for HAV-A-HANK
4. Registration No. 2,680,245 for DOGGIEDANNA

Unregistered Names

1. Carolina Manufacturing Company
2. Carolina Manufacturing
3. CMC
4. The Bandanna Company
5. Caro-Line

Web Domains

1. bandannacompany.com
2. bandannapromotions.com
3. bandannawarehouse.com
4. caro-line.net
5. carolinamfg.com
6. carolinamfg.xyz
7. thebandannacompany.com
8. thebandannawarehouse.com
9. usscarfplus.com