

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348792

<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>
KramerDirect, LLC		07/21/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brian Unlimited Distribution Company		
<b>Street Address:</b>	13700 Oakland Avenue		
<b>City:</b>	Highland Park		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48203		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3687213	THE ONLY THING WORSE THAN DYING IS . . .	
<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>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	Humberto Aquino c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-735		
<b>NAME OF SUBMITTER:</b>	Humberto Aquino		
<b>SIGNATURE:</b>	/Humberto Aquino/		
<b>DATE SIGNED:</b>	07/21/2015		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 21, 2015 is made by and between KramerDirect, LLC, a Texas limited liability company (the "Company"), and Brian Unlimited Distribution Company, a Michigan corporation (the "Buyer"). Capitalized terms not otherwise defined in this Agreement will have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

### RECITALS

A. The Company, the Buyer, and Allyn Kramer are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Company has agreed to sell, assign, transfer and deliver the Purchased Assets, including the Company's Proprietary Rights, to the Buyer.

B. The parties desire to effect the sale, assignment, transfer and delivery of the Company's Proprietary Rights to the Buyer, with the Company selling, assigning, transferring and delivering all of its Proprietary Rights to the Buyer, and the Buyer accepting all such Proprietary Rights as set forth below.

C. This Agreement is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Intellectual Property. The Company hereby irrevocably sells, assigns, transfers and delivers to the Buyer, and its successors and assigns forever, free and clear of all Liens (other than Permitted Liens), all of the Company's right, title and interest, of whatever kind, throughout the world, in and to the Company's Proprietary Rights, including more specifically, but without limitation, any and all of the Company's trademarks, service marks, trade names, domain names and all applications therefore (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks and as further detailed in the attached Exhibit A and (b) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect.

2. Rights. The foregoing sales, assignments and transfers all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Company agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of the Company's Proprietary Rights, or assist any third party in any of the foregoing.

3. Further Assurances. The Company will promptly take such action at the Buyer's expense, including, without limitation, the prompt execution and delivery of documents in

recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer in, to and under the Company's Proprietary Rights.

4. Conflict with Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Recordation. The Company hereby authorizes the Commissioner of Trademarks of the U.S. Patent and Trademark Office and any other appropriate national, federal and state government officials, to record this Assignment upon request by the Buyer or its representatives and to issue one or more new certificates of registration in the Buyer's name.

6. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Company and the Buyer.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof or of any other jurisdiction.

9. Execution. This Agreement may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed as of the date first above written.

**BUYER:**

**BRIAN UNLIMITED DISTRIBUTION  
COMPANY**

By: 

Name: James Guillaumin

Title: Vice President, Accounting & Finance

**COMPANY:**

**KRAMERDIRECT, LLC**

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Assignment of Intellectual Property]

**TRADEMARK  
REEL: 005581 FRAME: 0498**

IN WITNESS WHEREOF, the parties have caused this Assignment of Intellectual Property to be duly executed as of the date first above written.

**BUYER:**

**BRIAN UNLIMITED DISTRIBUTION  
COMPANY**

By: \_\_\_\_\_  
Name: James Guillaumin  
Title: Vice President, Accounting & Finance

**COMPANY:**

**KRAMERDIRECT, LLC**

By: Allyn Kramer  
Name: Allyn Kramer  
Title: Chief Executive Officer

EXHIBIT A – MARKS

**Registered Marks**

Mark	Source/Status	App. Date/ No. Reg. Date/No.
THE ONLY THING WORSE THAN DYING IS . . . OUTLIVING YOUR MONEY	USPTO Registered	App 29-JUL-2008 App 77533756 Reg 22-SEP-2009 Reg 3687213

**Domain Names**

- [www.kramerdirect.com](http://www.kramerdirect.com)
- [www.direct-research.org](http://www.direct-research.org)<sup>1</sup>

<sup>1</sup> Registered under one of the Company's d/b/a's, "Direct Research"