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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM369707

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	3	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reid Asset Management Company		01/06/2016	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	TBM Holdings LLC	
Street Address:	9060 Cabriolet Avenue	
City:	Concord	
State/Country:	OHIO	
Postal Code:	44060	
Entity Type:	LIMITED LIABILITY COMPANY: OHIO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	887479	MAGNUS
Registration Number:	783183	MIJI-LIF
Registration Number:	783182	AJA LIF

CORRESPONDENCE DATA

Fax Number: 2162923340

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.

216-292-3300 Phone:

Email: jkurant@lawkkwt.com

Correspondent Name: Jack Kurant

Address Line 1: 30195 Chagrin Blvd., #300 Address Line 4: Cleveland, OHIO 44124

NAME OF SUBMITTER: Jack Kurant	
SIGNATURE:	/Jack Kurant/
DATE SIGNED:	01/19/2016

Total Attachments: 3

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> **TRADEMARK** REEL: 005712 FRAME: 0164

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ASSIGNMENT OF U.S. TRADEMARK RIGHTS

This Assignment Agreement (the "Assignment") is made as of the day of January, 2016, from Reid Asset Management Company, an Ohio corporation (hereinafter "Assignor") to TBM Holdings LLC, an Ohio limited liability company (hereinafter "Assignee"), pursuant to an Asset Purchase Agreement dated as of December 2, 2015, by and between Assignor and Assignee (the "Agreement").

WHEREAS, Assignor is the sole owner by assignment or otherwise of the entire right, title and interest in and to the following U.S. Trademarks and pending applications (the "Trademarks"):

Mark	Registration No.	
Magnus	887,479.	
Miji-Lif	783,183	
Aja Lif	783,182	

WHEREAS, Pursuant to the Agreement, Assignee is desirous of acquiring from Assignor the entire right, title and interest in, to and under said Trademarks and Assignor is desirous of transferring to Assignee, the entire right, title and interest in, to and under said Trademarks.

BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid by Assignee and other good and valuable consideration, including but not limited to, such consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby sell, transfer and assign and has sold, assigned, transferred and set over as of the date hereof, unto the said Assignee its entire right, title and interest in and to said Trademarks together with the goodwill of the business symbolized by the Trademarks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, as fully and entirely as the same would have been enjoyed by Assignor had this Assignment and sale not been made; together with (i) all divisions, reissues and continuations thereof; (ii) all claims for damages by reason of past infringement of said Trademarks; and (iii) the right to sue for, collect the same for its own use and behalf, and for the use and behalf of its legal representatives, successors and assigns, to the full end of the term for which said Trademarks or any reissues,

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TRADEMARK REEL: 005712 FRAME: 0166 divisions, renewals, extensions or continuations as are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made.

Assignee is hereby authorized to make application for and/or to receive Trademarks for said listed

Trademarks and pending applications (if any) in any foreign country at its election. Assignor agrees to execute or

procure any further necessary assurances of title and will execute all further instruments and to perform all acts upon

the reasonable request of the Assignee and at the expense of Assignee, which may be necessary to carry this

Assignment into full effect. This Assignment shall bind Assignor, its legal representatives, successors and assigns.

Assignor agrees to execute and deliver any applications, affidavits, assignments or other instruments as may be

deemed necessary or desirable to secure for or vest in Assignee, its successors or assigns, all right, title and interest

in and to the Trademarks.

The Commissioner of Trademarks is hereby authorized and requested to assign and/or issue any and all

Trademarks of the United States to the said Assignee.

-2-

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TRADEMARK
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IN WITNESS WHEREOF, the Assignor has hereunto set its hand at Cleveland, Ohio, as of the date set forth above

forth above.	
	By: Coringe M. Seed
	Corinne M. Reid, President
STATE OF OHIO)) SS:
COUNTY OF L. L.)
aforesaid, personally appeared corinne M. Rotel,	16, before me, a Notary Public in and for the County and State known to me to be the President of Reid Asset Management of foregoing document by authority of Reid Asset Management ressed.
	Notary)Public

G. M. LAUER Notary Public, State of Ohio Comm. Exp. 10-29-20 (Recorded in Lake County)

-3-