

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM375836

<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>
Siemer Enterprises, Inc.	FORMERLY Siemer Distributors, Inc.	02/07/2014	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prince Corporation		
<b>Street Address:</b>	8351 County Road H		
<b>City:</b>	Marshfield		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54449		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1706042	AMERICA'S FAVORITE	
<b>Registration Number:</b>	3798428	AMERICA'S FAVORITE	
<b>Registration Number:</b>	3815512	AMERICA'S FAVORITE FAMILY OF PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6082529243		
<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>	6082558891		
<b>Email:</b>	mal@dewittross.com		
<b>Correspondent Name:</b>	Marcia Layton		
<b>Address Line 1:</b>	DeWitt Ross & Stevens S.C.		
<b>Address Line 2:</b>	2 E. Mifflin Street, Suite 600		
<b>Address Line 4:</b>	Madison, WISCONSIN 53703-2865		
<b>ATTORNEY DOCKET NUMBER:</b>	66078001		
<b>NAME OF SUBMITTER:</b>	Marcia Layton		
<b>SIGNATURE:</b>	/marcialayton/		
<b>DATE SIGNED:</b>	03/07/2016		
<b>Total Attachments: 3</b>			
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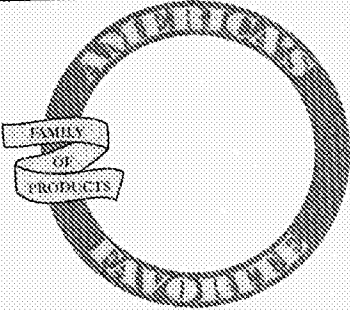
OP \$90.00 1706042

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## ASSIGNMENT OF MARKS

This document is an ASSIGNMENT made by Siemer Enterprises, Inc. (formerly known as Siemer Distributors, Inc.), an Illinois corporation located and doing business at 515 W Main Street, Teutopolis, IL 62467 (hereinafter the ASSIGNOR), to Prince Corporation, a Wisconsin corporation located and doing business at 8351 County Road H, Marshfield, WI 54449 (hereinafter the ASSIGNEE).

ASSIGNOR has adopted, used, and is the owner of the following marks, as identified in the following documents on file in the U.S. Patent and Trademark Office:

Mark	Application Serial No.	Registration No.	Registration Date
AMERICA'S FAVORITE	74127742	1706042	August 4, 1992
AMERICA'S FAVORITE	77719313	3798428	June 8, 2010
	77719011	3815512	July 6, 2010

ASSIGNEE wishes to acquire the foregoing marks, the foregoing U.S. applications for registration and/or registrations, and any other marks or trade names ASSIGNOR owns or uses in the conduct of its business (collectively, the "Marks"), and the goodwill of the business connected with and symbolized by the marks.

**THEREFORE**, for good and valuable consideration provided by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which is hereby mutually acknowledged:

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE all rights, title and interest in and to the above-noted Marks, all above-noted registrations of and applications to register the Marks, and all goodwill associated with and symbolized by the Marks. ASSIGNOR represents and warrants that it has the full power to enter into and perform this agreement.

Absent express authorization from ASSIGNEE, ASSIGNOR agrees to refrain from using the Marks in any way and for any purpose, and from using in commerce any other mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services when such use is likely to cause confusion, or to cause mistake, or to deceive any party as to the source or sponsorship of any goods and services offered by ASSIGNEE in connection with any marks. The

waiver by ASSIGNEE of a breach by ASSIGNOR of this section shall not operate or be construed as a waiver of any subsequent breach by ASSIGNOR. Any use of any of the Marks by ASSIGNOR, under the terms of this section or otherwise, shall inure to the benefit of ASSIGNEE.

ASSIGNOR further assigns to ASSIGNEE all right to sue for and receive all damages accruing from past or present infringements of the Marks herein assigned. ASSIGNOR represents and warrants that ASSIGNOR has no knowledge of infringement of the Marks (or of any assertions that the Marks are themselves infringing), and that the aforementioned registrations are valid and subsisting.

ASSIGNOR shall execute and deliver such additional documents as may be reasonably requested by ASSIGNEE to vest or protect ASSIGNEE's rights in the mark.

This agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of ASSIGNOR and ASSIGNEE, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

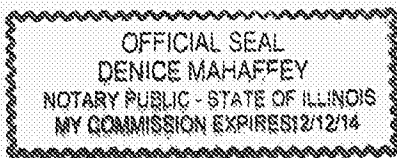
This agreement shall be construed under and pursuant to the laws of the State of Wisconsin, and the form and venue for any conflict shall be a court located in the State of Wisconsin or within any other state in which it is alleged by the plaintiff that the defendant has violated this agreement.

On behalf of Siemer Enterprises, Inc. (ASSIGNOR):

Joseph E. Siemer Feb. 7 2014  
Joseph E. Siemer, CEO, Siemer Enterprises, Inc. Month Day Year

The Notary named below states that on this 7<sup>th</sup> day of February, Joseph Siemer appeared before me at:

City of Effingham County of Effingham State of Illinois  
and acknowledged that this agreement was signed as a free act on behalf of ASSIGNOR, with authority to do so.



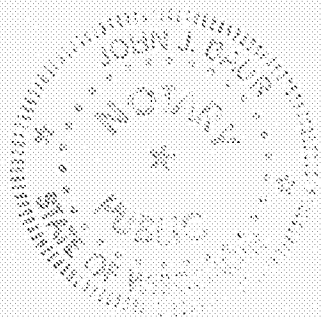
Denice Mahaffey  
Notary Public  
State of Illinois  
My commission expires: 12/12/14

Accepted by Prince Corporation, ASSIGNEE:

J. Emling  
Jay Emling, President      April 8<sup>th</sup> 2014  
Month      Day      Year

The Notary named below states that on this 8 day of April 2014, Jay Emling appeared before me at:

City of Marshfield County of Wood State of WI  
and acknowledged that this agreement was signed as a free act on behalf of ASSIGNEE, with authority to do so.



John J. DePue  
Notary Public

State of Wisconsin

My commission expires: 10-14-14