

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Cavalry, LLC		03/25/2016	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Galls, LLC		
Street Address:	1340 RUSSELL CAVE ROAD		
City:	LEXINGTON		
State/Country:	KENTUCKY		
Postal Code:	40505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1844887	U.S. CAVALRY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	vmann@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Virginia F. Mann		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19891-013		
NAME OF SUBMITTER:	Virginia F. Mann		
SIGNATURE:	/Virginia F. Mann/		
DATE SIGNED:	03/25/2016		
Total Attachments: 5			
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US TRADEMARK ASSIGNMENT AGREEMENT

This US TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of March 25, 2016 (the "Effective Date"), is entered into by and between U.S. Cavalry, LLC, a Tennessee limited liability company ("Assignor") and Galls, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 25, 2016, (as amended, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademark registration listed on Schedule A hereto (the "Assigned Trademark"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademark with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with the Assigned Trademark. The foregoing assignment of the Assigned Trademark includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademark. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademark are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

3. Further Assurances. Each Party agrees, without any further consideration, to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. Binding Effect, Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to conflict of law principles thereof.

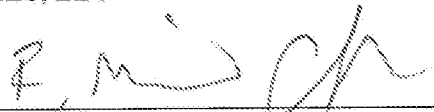
6. Counterparts; Effectiveness. This Assignment may be executed in any number of counterparts, as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Assignment. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Assignment. This Assignment shall become effective when, and only when, each Party shall have received a counterpart signed by the other Parties.

[Signature page follows.]

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE:

GALLS, LLC

By: 

Name: R. Michael Andrews, Jr.

Title: Chief Financial Officer, Secretary and Treasurer

ASSIGNOR:

U.S. CAVALRY, LLC

By: _____

Name:

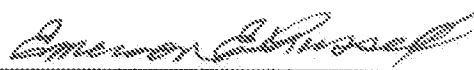
Title:

IN WITNESS HEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNEE: GALLS, LLC

By: _____
Name:
Title:

ASSIGNOR: U.S. CAVALRY, LLC

By: 
Name: Emerson E. Russell
Title: CEO

Schedule A

<u>Trademark</u>	<u>Application/ Registration No.</u>	<u>App./ Registration Date</u>	<u>Status</u>
U.S. CAVALRY	1844887	July 12, 1994	Registered