

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383373

<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>
Vanleigh RV, Inc.		05/01/2016	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VLRV, LLC		
<b>Street Address:</b>	26 Industrial Drive Access Road		
<b>City:</b>	Burnsville		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	38833		
<b>Entity Type:</b>	Limited Liability Company: MISSISSIPPI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86807184	POWERYDE	
<b>Serial Number:</b>	86649234	VILANO	
<b>Serial Number:</b>	86540092	LET THE JOURNEY BE YOUR HOME	
<b>Serial Number:</b>	86537630	VANLEIGH RV	
<b>Serial Number:</b>	86583221	DELANO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2059305101		
<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>	205.930.5282		
<b>Email:</b>	tbush@sirote.com		
<b>Correspondent Name:</b>	Timothy A. Bush, Esq.		
<b>Address Line 1:</b>	2311 Highland Ave. S.		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35205		
<b>ATTORNEY DOCKET NUMBER:</b>	1665-11		
<b>NAME OF SUBMITTER:</b>	Timothy A. Bush, Esq.		
<b>SIGNATURE:</b>	/TAB/		
<b>DATE SIGNED:</b>	05/06/2016		
<b>Total Attachments: 2</b>			

CH \$140.00 86807184

source=VanLeigh RV, Inc#page1.tif

source=VanLeigh RV, Inc#page2.tif

## ASSIGNMENT OF TRADEMARKS AND GOODWILL

WHEREAS, Vanleigh RV, Inc., a Mississippi corporation, P.O. Box 445, Burnsville, Mississippi, 38833 ("Assignor") is the owner of the common law and statutory rights to the trademarks "POWERYDE," "VILANO," "LET THE JOURNEY BEGIN," "VANLEIGH RV," and "DELANO" (hereinafter referred to as the "Trademarks") including the federal applications for registration thereof (serial numbers 86/807184, 86/649234, 86/540092, 86/537630, and 86/583221, respectively) (hereinafter referred to as the "Applications");

WHEREAS, Assignor has intended and does intend to use (and in some cases has used) the Trademarks in commerce and has filed the Applications indicating that intention, and has filed allegations of use under §§ 1(c) or 1(d) of The Trademark Act for some, but not all, of said Applications, and

WHEREAS, Assignor is assigning the Trademarks (and associated goodwill) and the Applications to VLRV, LLC, a Mississippi limited liability company ("Assignee") as part of the transfer to Assignee of the entire business to which the Trademarks pertain as required by 15 U.S.C. § 1060;

WHEREAS, Assignee is desirous of acquiring the entire interest of Assignor in and to the Trademarks (and associated goodwill) and the Applications as the successor to the entire business of Assignor to which the Trademarks (and associated goodwill) pertain;

NOW, THEREFORE, for one hundred dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, convey and transfer to Assignee all of Assignor's common law and statutory right, title and interest, in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the common law rights thereto, and the Applications, and any modifications thereof, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, together with all

claims for damages by reason of past infringement, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives.

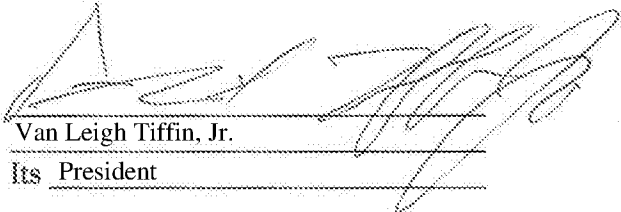
Assignor represents and warrants to Assignee that it has full right, power and authority to make this assignment to Assignee in the manner set forth above, and that Assignor is transferring to Assignee all of Assignor's right and title to the Trademarks (and associated goodwill) and the Applications, free and clear of all liens, security interests, claims, interests, options, encumbrances, or indebtedness of any kind.

Assignor does hereby covenant and agree to execute and deliver such other and further instruments and take such other and further actions, at Assignee's expense, as may be necessary or appropriate to transfer to Assignee any and all interest in and to the Trademarks (and associated goodwill) and the Applications.

**Vanleigh RV, Inc.**

Date: 5/1/16

By:

  
\_\_\_\_\_  
Van Leigh Tiffin, Jr.  
\_\_\_\_\_  
Its President