

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386167

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                           |
| Well Below Zero, LLC  |  | 06/01/2016            | Limited Liability Company:<br>NORTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | WBZ Holdings, LLC                                  |                       |  |
| <b>Street Address:</b>  | 1113-D Military Cutoff Road                        |                       |  |
| <b>City:</b>  | Wilmington   |                       |  |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |  |
| <b>Postal Code:</b>   | 28403  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: NORTH CAROLINA          |                       |  |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 86781083   | WELL BELOW ZERO       |  |
| <b>Serial Number:</b>   | 87024148   | Z°                    |  |
| <b>Serial Number:</b>   | 87024155   | Z WELLBELOWZERO       |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2142000853   |                       |  |
| <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>   | 972-739-8774                                       |                       |  |
| <b>Email:</b>   | maral.kilejian@haynesboone.com                     |                       |  |
| <b>Correspondent Name:</b>  | Maral Kilejian                                     |                       |  |
| <b>Address Line 1:</b>  | 2323 Victory Avenue, Suite 700                     |                       |  |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75219                                |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Maral Kilejian                                     |                       |  |
| <b>SIGNATURE:</b>   | /Maral Kilejian-kw/                                |                       |  |
| <b>DATE SIGNED:</b>   | 06/01/2016   |                       |  |
| <b>Total Attachments: 1</b>   |  |                       |  |
| source=TM Assignment WBZ, LLC to WBZ Holdings, LLC#page1.tif  |  |                       |  |

OP \$90.00 86781083

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is entered into this 1st day of June, 2016, between Well Below Zero, LLC, a North Carolina limited liability company ("Assignor"), and WBZ Holdings, LLC, a North Carolina limited liability company ("Assignee").

**BACKGROUND**

A. Assignor has applied for the registration of three trademarks ("Marks") on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"), including: 1) the standard character WELLBELOWZERO trademark under Serial No. 86/781,083; 2) the Circle Z logo design under Serial No. 87/024,148; and 3) the Circle Z and WELLBELOWZERO combined design under Serial No. 87/024,155;

B. Assignor warrants that no prior assignment of the Marks has been granted by Assignor; and

C. Assignor desires to assign to Assignee, and Assignee desires to accept, assignment of the Marks, and all good will symbolized by the Marks, pursuant to the terms and conditions of this Assignment.

**AGREEMENT**

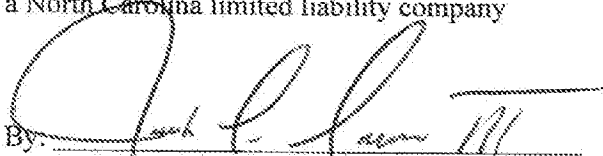
**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, and Assignee hereby accepts, the following:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives and accepts from Assignor, all of its right, title and interest in and to the Marks, together with all of the goodwill associated with same, and all rights, claims and privileges pertaining to the Marks, including without limitation: common law rights to the underlying marks; all priority rights under all available international agreements, treaties and conventions for the protection of trademarks; and the right to sue for and recover damages, profits and all other remedies for any past, present and future infringement of any of the foregoing; and to stand in the place of Assignor in all matters related thereto.

2. Further Actions. The parties shall take such further actions and execute and deliver such other documents, assignments, and instruments as may be necessary to consummate or implement this Assignment.


**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date set forth above.

**WELL BELOW ZERO, LLC**  
a North Carolina limited liability company

By:   
Joseph L. Sampson III, President

Date: 6/1/16

**WBZ HOLDINGS, LLC**  
a North Carolina limited liability company

By:   
Joseph L. Sampson III, Managing Member

Date: 6/1/16