

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TreeStuff Inc.		07/01/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Sherrill Inc.		
Street Address:	200 Seneca Road		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27406		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86525710	TREESTUFF	
CORRESPONDENCE DATA			
Fax Number:	6176033305		
<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>			
Phone:	617-531-3312		
Email:	drontal@feinberghanson.com		
Correspondent Name:	David Rontal		
Address Line 1:	855 Boylston Street, 8th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	David A. Rontal		
SIGNATURE:	/s/ David A. Rontal		
DATE SIGNED:	07/05/2016		
Total Attachments: 5			
source=12. Trademark Assignment Agreement#page1.tif			
source=12. Trademark Assignment Agreement#page2.tif			
source=12. Trademark Assignment Agreement#page3.tif			
source=12. Trademark Assignment Agreement#page4.tif			
source=12. Trademark Assignment Agreement#page5.tif			

OP \$40.00 86525710

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment") is made as of July 1, 2016, by and between TreeStuff Inc., an Indiana corporation ("Seller") and Sherrill Inc., a North Carolina corporation ("Purchaser").

RECITALS:

A. Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), by and among Seller, Purchaser, Luke Dunlevy, an individual resident of the State of Indiana and Erin Dunlevy, an individual resident of the State of Indiana, pursuant to which Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, the Purchased Assets, including without limitation, the servicemarks, trademarks and tradenames of Seller. Pursuant to Section 3.02(b)(xviii) and Section 3.02(c)(ix) of the Purchase Agreement, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

B. Seller desires to transfer and assign to Purchaser, and Purchaser desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and tradenames listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

AGREEMENT:

NOW, THEREFORE, Seller, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Purchaser, and Purchaser hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Purchaser, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Seller had this Assignment not been made.

The terms of the Purchase Agreement, including, but not limited to, the Selling Parties' representations, warranties, covenants, agreements and indemnities related to the Marks, are incorporated herein by reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provision of the Purchase Agreement shall control.

This Assignment may be executed by facsimile or as an attachment to electronic mail in "Portable Document Format" (PDF), or "Tagged Image File Format" (TIFF), in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

Except to the extent that federal Law preempts state Law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

SELLER:

TREESTUFF INC.

By: _____

Name: Luke Dunlevy

Title: President

PURCHASER:

SHERRILL INC.

By: _____

Name: Tripp Wyckoff

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

SELLER:

TREESTUFF INC.

By: _____

Name: Luke Dunlevy

Title: President

PURCHASER:

SHERRILL INC.

By: Tripp Wyckoff

Name: Tripp Wyckoff

Title: Chief Executive Officer

SCHEDULE A
TO ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

TRADEMARKS

	<u>Title</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Name of Applicant</u>
1.	"TreeStuff"	Registered	United States	86525710	Luke Dunlevy