

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnolia Waco Properties, LLC		01/01/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Magnolia IP Holdings, LLC		
Street Address:	7503 Bosque Boulevard		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4920695	MAGNOLIA	
CORRESPONDENCE DATA			
Fax Number:	7133080103		
<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:	7133080103		
Email:	stephen.lewis@arlaw.com		
Correspondent Name:	adf		
Address Line 1:	ad		
Address Line 4:	ada, TEXAS 77050		
NAME OF SUBMITTER:	Stephen R. Lewis		
SIGNATURE:	/Stephen R. Lewis/		
DATE SIGNED:	07/25/2016		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated effective January 1, 2016, is made by Magnolia Waco Properties, LLC, a Texas limited liability company (the "Assignor"), to and in favor of Magnolia IP Holdings, LLC, a Texas limited liability company, with principal offices located at 3801 Bosque Blvd, Waco, Texas 76710 (the "Assignee").

WHEREAS, Assignor owns the mark MAGNOLIA and the corresponding U.S. Trademark Registration No. 4,920,695 (collectively, the "Mark"); and

WHEREAS, the Assignor desires to assign and Assignee desires to accept and acquire all rights that the Assignor has in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor does hereby assign unto Assignee, with full title guarantee and free from all encumbrances and third party rights, all of Assignor's right, title and interest throughout the world in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and any and all common law rights thereto, the right to apply for the registration thereof, the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Mark whether occurring before, on or after the date of this Trademark Assignment.

2. **Future Cooperation.** The Assignor agrees to cooperate to execute all papers and perform such other acts as may be reasonably necessary to give Assignee and its successors and assigns the full benefit of this Trademark Assignment.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed, effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Magnolia Waco Properties, LLC

Magnolia IP Holdings, LLC

By: Ken Mathis

By: Dawn M. Taylor

Name: Ken Mathis

Name: Dawn Taylor

Title: CFO

Title: General Counsel