

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ohio Wholesale, Inc.		10/05/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, N.A.		
Street Address:	41 South High Street		
Internal Address:	Huntington Center		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43287		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2675276	OWI	
Registration Number:	3549675	JUST BECAUSE. . . STUDIOS	
Registration Number:	3425365	OHIO WHOLESALE, INC.	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216-348-5400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	David B. Cupar		
Address Line 1:	600 Superior Avenue East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
NAME OF SUBMITTER:	David B. Cupar		
SIGNATURE:	/David B. Cupar/		
DATE SIGNED:	12/09/2016		
Total Attachments: 3			
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source=10_5_16 Trademark Assignment Ohio Wholesale (6376723x7AB84)#page2.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into on October 5, 2016 by and between OHIO WHOLESALE, INC., an Ohio corporation (the “Assignor”), and THE HUNTINGTON NATIONAL BANK, N.A. (the “Assignee”).

WHEREAS, Assignor and Assignee have entered into an AGREEMENT REGARDING VOLUNTARY SURRENDER OF COLLATERAL AND CONSENT TO SALE of even date herewith; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the following Trademarks, which Trademarks have been filed on the principal register of the United States Patent and Trademark Office under the Registration Nos. and Serial Nos. shown below (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks:

<u>Description</u>	<u>Registration No.</u>	<u>Serial No.</u>
“OWI”	2675276	78122000
“JUST BECAUSE . . . STUDIOS”	3549675	77464085
“OHIO WHOLESALE, INC.”	3425365	77112171; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee, its successor and assigns, the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, as well as all rights of action against third parties for past or current infringement thereof), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration of the Trademarks to Assignee, its successors and assigns, as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s, its successor’s or assign’s, ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR


OHIO WHOLESALE, INC.

By: [Signature]
Name: Jeffrey L. Konec
Title: COO

STATE OF OHIO)
COUNTY OF Summit) ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Jeffrey L Konec, who acknowledged that s/he is the COO of OHIO WHOLESALE, INC., that s/he did sign the foregoing instrument, and that the same is his/her duly authorized free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio on September, 2016.
October 1st

 HEIDI J NELSON
Notary Public State of Ohio
My Comm. Expires March 18, 2018
[Signature]
NOTARY PUBLIC

ASSIGNEE

THE HUNTINGTON NATIONAL BANK, N.A.

By: *Glenn Bartley*
Glenn Bartley, Senior Vice President

STATE OF OHIO)
COUNTY OF Summit) ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Glenn Bartley, who acknowledged that he is the Senior Vice President of THE HUNTINGTON NATIONAL BANK, N.A., that he did sign the foregoing instrument, and that the same is his duly authorized free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio on October 3, 2016.

Marla E McClintic
NOTARY PUBLIC



MARLA E MCCLINTIC
Notary Public State of Ohio
My Comm. Expires DEC. 23, 2018