

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410512

<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>
Acculevel, Inc.		11/28/2016	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brand Holdings, LLC		
<b>Street Address:</b>	8263 W State Road 26		
<b>City:</b>	Rossville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46065		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86901767	ACCULEVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7654237901		
<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>	7654237900		
<b>Email:</b>	melissa.price@gutweinlaw.com		
<b>Correspondent Name:</b>	Tyler B. Droste		
<b>Address Line 1:</b>	200 S Meridian Street, Suite 420		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46225		
<b>NAME OF SUBMITTER:</b>	Tyler B. Droste		
<b>SIGNATURE:</b>	/Tyler B. Droste/		
<b>DATE SIGNED:</b>	12/29/2016		
<b>Total Attachments: 3</b>			
source=161128 Trademark Assignment Agreement (00574395xCDB5A)#page1.tif			
source=161128 Trademark Assignment Agreement (00574395xCDB5A)#page2.tif			
source=161128 Trademark Assignment Agreement (00574395xCDB5A)#page3.tif			

OP \$40.00 86901767

## **TRADEMARK ASSIGNMENT AGREEMENT**

This agreement is made and entered into on November 29th, 2016 ("Effective Date"), by and between Acculevel, Inc., an Indiana corporation ("Assignor"), and Brand Holdings, LLC an Indiana limited liability company ("Assignee").

Assignor owns the Marks attached in Exhibit A ("Marks") and wishes to assign the rights to the Marks to Assignee.

The parties therefore agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in the Marks, including without limitation all related common law marks, state registrations, United States federal registrations, and foreign registrations, any trademark application, together with the goodwill of the business symbolized by the Marks and together with the right to sue for past, present, and future infringements or other violations of the Marks.

2. Representations and Warranties of Assignor. Assignor represents and warrants the following:

2.1. Assignor owns the Marks, free of any liens or encumbrances.

2.2. Assignor knows of no adverse claims of ownership to the Marks or of any existing state of facts that would support a claim that use by Assignee of the Marks anywhere in the world infringes or otherwise violates any trademark right of any other person.

2.3. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana and has the requisite power and authority to execute and deliver this agreement and to perform its obligations hereunder.

2.4. The execution and delivery by Assignor of this agreement, the performance and observance by Assignor of its obligations hereunder and the consummation by Assignor of the transactions contemplated hereby have been duly authorized by all necessary corporation action on the part of Assignor. This agreement has been duly executed and delivered by a duly authorized officer of Assignor and constitutes the valid and legally binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

2.5. To Assignor's knowledge, no consents or agreements of any third party or governmental body are necessary for the execution, delivery, performance or observance by Assignor of its obligations under this agreement.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

4. Ownership. Assignor hereby acknowledges that, as of the Effective Date, Assignee is the owner of the Marks, and any trademark applications and/or registrations thereto, and further agrees that it will do nothing inconsistent with such ownership

5. Governing Law. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Indiana. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Tippecanoe County, Indiana.

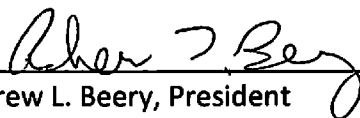
6. Severability. The unenforceability or invalidity of any article, section, subsection or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

7. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

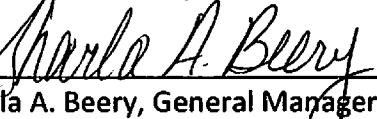
8. Counterpart and Electronic Signatures. This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

The parties are signing this agreement on the date stated in the introductory clause.

**ACCULEVEL, INC.**

By:   
Andrew L. Beery, President

**BRAND HOLDINGS, LLC**

By:   
Sharla A. Beery, General Manager

SCHEDULE A

MARKS

COMMON LAW TRADEMARKS

Word Marks

ACCULEVEL

YOUR FOUNDATION EXPERT

INDIANA'S FOUNDATION EXPERT

Design Marks



APPLICATIONS AND REGISTRATIONS

COUNTRY OR STATE	TRADEMARK	TYPE	CLASS	SERIAL NO.
United States	ACCULEVEL	Word Mark	037	86901767