

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gooder Labs LLC		01/14/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Jay Kennette Media Group LLC		
Street Address:	16192 Coastal Highway		
Internal Address:	JKMG LLC		
City:	Lewes		
State/Country:	DELAWARE		
Postal Code:	19958		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86931556	HARTFORD WHALERS	
Serial Number:	87199633	DEER BEAR BEER?	
Serial Number:	87199652	I POOPED TODAY	
Serial Number:	87199665	WEYLAND YUTANI	
Serial Number:	87199683	AVERAGE JOE'S	
Serial Number:	87199694	WOLF GANG	
Serial Number:	87199703	TYRELL CORPORATION	
Serial Number:	87199713	MISKATONIC UNIVERSITY	
Serial Number:	87076381	DUNDER MIFFLIN	
Serial Number:	87076385	SUPER SAIYAN	
Serial Number:	87076388	DIPPER'S PINE	
Serial Number:	87076383	NOSTROMO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	302-231-1129		
Email:	ip@jaykennette.com		

OP \$315.00 86931556

Correspondent Name: Jay Kennette Media Group LLC
Address Line 1: 16192 Coastal Highway
Address Line 2: JKMG LLC
Address Line 4: Lewes, DELAWARE 19958

NAME OF SUBMITTER: Kenneth Talbert

SIGNATURE: /KENNETH TALBERT/

DATE SIGNED: 01/14/2017

Total Attachments: 3

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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 14th day of January, 2017 (the "Effective Date") by and between Gooder Labs, LLC (the "Assignor"), a Delaware Limited Liability Company located at 1348 Milligan Highway, Johnson City, TN, 37601 and Jay Kennette Media Group LLC (the "Assignee"), a Delaware Limited Liability Company located at 16192 Coastal Highway, Lewes, Delaware 19958.

1. **Marks.** The term "Marks" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Marks") identified as follows:

1) Mark Name: HARTFORD WHALERS

Serial Number: 86931556

Date of Application or Registration: March 7, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Hooded sweatshirts; T-shirts; Baseball caps and hats.

2) Mark Name: DEER BEAR BEER?

Serial Number: 87199633

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts.

3) Mark Name: I POOPED TODAY

Serial Number: 87199652

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts; Short-sleeved or long-sleeved t-shirts.

4) Mark Name: WEYLAND YUTANI

Serial Number: 87199665

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Graphic T-shirts; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts.

5) Mark Name: AVERAGE JOE'S

Serial Number: 87199683

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts; Short-sleeved or long-sleeved t-shirts.

6) Mark Name: WOLF GANG

Serial Number: 87199694

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts.

7) Mark Name: TYRELL CORPORATION

Serial Number: 87199703

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts.

8) Mark Name: MISKATONIC UNIVERSITY

Serial Number: 87199713

Date of Application or Registration: October 11, 2016

Description of Goods/Services: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Caps; Headwear; Hoodies; T-shirts; Caps; Graphic T-shirts; Short-sleeved or long-sleeved t-shirts.

9) Mark Name: DUNDER MIFFLIN

Serial Number: 87076381

Date of Application or Registration: June 18, 2016

Description of Goods/Services: Hoodies; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Graphic T-shirts.

10) Mark Name: SUPER SAIYAN

Serial Number: 87076385

Date of Application or Registration: June 18, 2016

Description of Goods/Services: Hoodies; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Graphic T-shirts.

11) Mark Name: DIPPER'S PINE

Serial Number: 87076388

Date of Application or Registration: June 18, 2016

Description of Goods/Services: Hoodies; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Graphic T-shirts.

12) Mark Name: NOSTROMO

Serial Number: 87076383

Date of Application or Registration: June 18, 2016

Description of Goods/Services: Hoodies; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Graphic T-shirts.

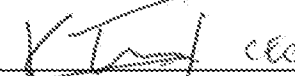
2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Marks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Marks or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Marks.

3. **Consideration.** Assignee shall pay Assignor the sum of \$0.00, payable on January 14, 2017 in consideration for assignment of the Marks.

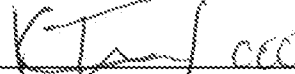
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Marks and any and all related federal and state trademark registrations and/or registration application rights.
5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Tennessee for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

Gooder Labs, LLC

By: 
 Name: Kenneth Talbert
 Title: CEO

Jay Kennette Media Group LLC

By: 
 Name: Kenneth Talbert
 Title: CEO