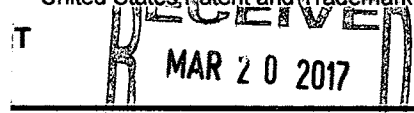


03/20/2017

3/20/17



103676937



To the Director of the U. S. Patent and Trademark Office, or the new address(es) below.

1. Name of conveying party(ies):

Russell Meador

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 3/17/2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Beach & Barn Outfitters, Inc.

Street Address: 29 Lookout Harbour

City: Wrightsville Beach, NC 28480

State: North Carolina

Country: USA Zip: 28480

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship NC
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) 4497404 ~~86012407~~

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Rooster Standing on a Surfboard

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Russell C. Meador

Internal Address: _____

Street Address: 4115 Pine Brush Drive

City: Leland

State: NC Zip: 28451

Phone Number: 910-443-0107

Docket Number: _____

Email Address: rsm@beachandbarn.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/21/2017 DTINBENL 00000000 4497404

01 FC:8521

40.00 00

Deposit Account Number _____

Authorized User Name _____

9. Signature: [Signature]

Signature

3/17/2017

Date

Russell Meador

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between

Russell Meador, a United States Individual, of 4115 Pine Brush Drive, Leland, North Carolina 28451 (the "Assignor"), of the one part; AND

Beach & Barn Outfitters, Inc., a corporation organized and existing under the laws of the state of North Carolina, located at 29 Lookout Harbour, Wrightsville Beach, North Carolina, 28480 (the "Assignee"), of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark application (the "Trademark") in the United States of America (the "Territory") of which the particulars are set forth as follows:

<u>Trademark Reg. No.</u>	<u>Class</u>	<u>Serial No.</u>
4,497,404	25	86-012,407, Filed 7-17-2013

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark Registration in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademark is assigned in its present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional approval that may be required in connection with the implementation of any portion of this Agreement.
5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the United States of America.
6. Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement, or breach, termination or invalidity hereof by either Party shall be settled through bona fide negotiations between the Parties.
7. Any amendments, modifications, alterations or supplements to this Agreement must be made in writing and signed by both Parties to be legally effective.
8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 16th day of March, 2017.

For and on behalf of the Assignor

Signature: [Handwritten Signature]

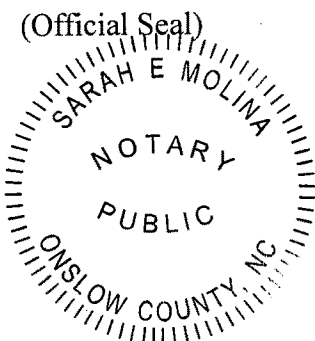
By: Russell C. Meador
 Title: As Individual

For and on behalf of the Assignee

Signature: [Handwritten Signature]

By: W. Watson Barnes
 Title: Vice President

State of North Carolina, County of ONSLOW. I, Sarah E. Molina Notary Public, do hereby certify that Russell C. Meador & W. Watson Barnes (name of individual(s) whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 16 day of March, 2017.



Official Signature of Notary Sarah E. Molina

Notary's printed or typed name: Sarah E. Molina

My Commission Expires: 01/27/2021