

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLendon Hardware, Inc.		04/07/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Central Network Retail Group, LLC		
Street Address:	3753 Tyndale Drive, Suite 102		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38125		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4850163		
Registration Number:	4322288	MCLENDON COMPLETE HARDWARE	
Registration Number:	3996657	MCLENDON	
Registration Number:	3996656	MCLENDON · COMPLETE · · HARDWARE ·	
CORRESPONDENCE DATA			
Fax Number:	2064641496		
<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:	(206) 626-6000		
Email:	trademarks@stokeslaw.com		
Correspondent Name:	Matthew Schumacher, Stokes Lawrence, PS		
Address Line 1:	1420 Fifth Avenue, Suite 3000		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Matthew Schumacher, IP Paralegal		
SIGNATURE:	/Matthew Schumacher/		
DATE SIGNED:	04/21/2017		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made effective as of the 7 day of April, 2017 (the "Effective Date"), by and between McLendon Hardware, Inc., a Washington corporation ("Assignor"), located at 440 Rainier Avenue S., Seattle, Washington 98057, and Central Network Retail Group, LLC, a Delaware limited liability company ("Assignee"), located at 3753 Tyndale Drive, Suite 102, Memphis, Tennessee 38125.

RECITALS

WHEREAS, Assignor owns the intellectual property listed on Schedule A hereto (the "Intellectual Property");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 31, 2017 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to sell to Assignee all of the assets used in or relating to the operation of Assignor's stores;

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby transfers and assigns to Assignee all of Assignor's rights, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date hereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Intellectual Property Assignment Agreement not been made.

2. Further Assurances. Assignor agrees that it will upon request, and without further consideration: (1) do such things and execute such further documents as may be necessary or desirable to vest title in the Intellectual Property in Assignee, including without limitation cooperating in the transfer of the www.mclendons.com domain name to Assignee; and (2) do such things and execute such further documents as may be necessary or desirable to obtain, register and maintain the Intellectual Property.

3. Representation and Warranty by Assignor. Assignor represents and warrants that the Intellectual Property is free from all liens, security interests, claims and encumbrances, and that Assignor has good right and lawful authority to sell and convey all rights in and interest to the Intellectual Property.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Authority. Each of the parties signing this Assignment hereby represents and warrants that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be construed and enforced in accordance with the laws of the State of Washington, without giving effect to its conflict of laws principles.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

MCLENDON HARDWARE, INC.

CENTRAL NETWORK RETAIL GROUP,
LLC

By: Gail McLendon
Gail McLendon, President

By: Boyden K. Moore
Boyden K. Moore, President

SCHEDULE A
List of Intellectual Property

Trademark	Registration No.	Registration Date
Shoe Design	4850163	November 10, 2015
MCLENDON COMPLETE HARDWARE and Design	4322288	April 16, 2013
MCLENDON	3996657	July 19, 2011
MCLENDON COMPLETE HARDWARE and Design	3996656	July 19, 2011