

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARC HOLDINGS		03/15/2017	Société Par Actions Simplifiée (Sas): FRANCE
RECEIVING PARTY DATA			
Name:	Magnolia IP Holdings, LLC		
Street Address:	7503 Bosque Boulevard		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76712		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1522662	MAGNOLIA	
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:	7133080103		
Email:	trademarks@arlaw.com		
Correspondent Name:	Stephen R. Lewis		
Address Line 1:	1221 McKinney Suite 4400		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	25366-1		
NAME OF SUBMITTER:	Stephen R. Lewis		
SIGNATURE:	/Stephen R. Lewis/		
DATE SIGNED:	04/25/2017		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by Arc Holding, a société par actions simplifiée organized under the laws of France, having a principal office address of 104, Avenue du Général de Gaulle, Arques, France 62510 (the "Assignor"), to and in favor of Magnolia IP Holdings, LLC, a Texas limited liability company having a principal office address of 7503 Bosque Boulevard, Waco, Texas 76712 (the "Assignee") for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties.

WHEREAS, Assignor owns the mark MAGNOLIA and the corresponding U.S. Trademark Registration No. 1,522,662 (collectively, the "Mark"); and

WHEREAS, the Assignor desires to assign, and Assignee desires to accept and acquire, all right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark has been used and which is symbolized by the Mark.

1. **Assignment.** Assignor does hereby assign unto Assignee, with full title guarantee and free from all encumbrances and third party rights to the best of Assignor's knowledge, all right, title and interest throughout the world in and to the Mark, together with the goodwill of the business in connection with which the Mark has been used and which is symbolized by the Mark, and any and all common law rights thereto, the right to apply for the registration thereof, the right to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership of the Mark whether occurring before, on or after the date of this Trademark Assignment.


2. **Representations; Disclaimer.** Assignor hereby represents and warrants that (a) Assignor has all necessary corporate power and authority to execute, deliver and perform this Trademark Assignment, and (b) this Trademark Assignment does not conflict with, or result in any breach of or default under, any contract or agreement to which Assignor is a party, or result in the creation or imposition of any encumbrance on the Mark.

3. **Future Cooperation.** Assignor agrees to cooperate to execute all papers and perform such other acts as may be reasonably necessary to give Assignee and its successors and assigns the full benefit of this Trademark Assignment.

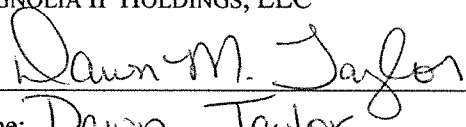
4. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement and any counterpart may be executed and delivered by facsimile transmission, electronic mail or other electronic means and a signature transmitted or delivered by facsimile transmission or other electronic means, shall be attributable to a party as if it were the act of such party and will be binding upon such party and have the same legal effect and enforceability as an original signed copy.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed, effective as of March 15, 2017.

ASSIGNOR:

ARC HOLDING
By: 
Name: Timothy Gollin
Title: President & CEO

ASSIGNEE:

MAGNOLIA IP HOLDINGS, LLC
By: 
Name: Dawn Taylor
Title: General Counsel