

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOC INDUSTRIES, INC.		04/28/2017	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	ROYAL OAK ENTERPRISES, LLC		
Street Address:	One Royal Oak Avenue		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3508507	HOMESTAR	
CORRESPONDENCE DATA			
Fax Number:	4048173244		
<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:	404-685-4277		
Email:	pkustos@burr.com		
Correspondent Name:	Jefferson A. Holt		
Address Line 1:	171 Seventeenth Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	0053296.0000023		
NAME OF SUBMITTER:	Jefferson A. Holt		
SIGNATURE:	/Jeff Holt/		
DATE SIGNED:	05/04/2017		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of this 28th day of April, 2017 by HOC INDUSTRIES, INC., a Kansas corporation ("Seller"), in favor of ROYAL OAK ENTERPRISES, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement dated as of April 28, 2017 (the "Purchase Agreement") by and among Purchaser, on the one hand, and Seller and William R. Nath and Luke Nath (collectively, the "Stockholders"), on the other hand, whereby Purchaser agreed to purchase, and Seller agreed to sell, assign, transfer, convey, and contribute to Purchaser all of Seller's title and interest in all of Seller's assets and rights owned, held, or used in the conduct of the Business; and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Seller is executing and delivering this Assignment for the purpose of selling, assigning, transferring, conveying, contributing to and vesting in Purchaser all of Seller's right, title and interest in and to the Business Intellectual Property, whether registered or not, described on Exhibit A hereto (the "Intellectual Property").

NOW, THEREFORE, in consideration of the provisions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, intending to be legally bound, hereby agrees as follows:

1. Defined Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Conveyance. Seller hereby sells, assigns, transfers, conveys, and contributes to Purchaser and Purchaser's successors and assigns all of Seller's right, title, and interest in and to the Intellectual Property, TO HAVE AND TO HOLD the Intellectual Property forever, free and clear of all Liens except as otherwise set forth in the Purchase Agreement.

3. Trademarks. With respect to the trademarks included in the Intellectual Property being transferred pursuant to this Assignment, the assignment made hereby includes all registrations, renewals, and extensions relating to such trademarks, now, heretofore, or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment had not been made, together with all claims for damages by reason of past, present, or future infringement or other unauthorized use of such trademarks, with the right to sue for and collect the same for Purchaser's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. Seller expressly authorizes and requests the United States Commissioner for Trademarks and any other similar government authority to record Purchaser as owner of the trademarks and issue any and all registrations issued thereon to Purchaser, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Purchaser and its successors, assigns, or other legal representatives.

4. Conflicts. Notwithstanding any other provision of this Assignment, nothing contained in this instrument will in any way supersede, modify, replace, amend, change, rescind, waive, or otherwise affect any of the provisions, including the representations, warranties, covenants, and agreements of Purchaser, Seller, or the Stockholders' set forth in the Purchase Agreement, this instrument being intended only to effect the transfer of the Intellectual Property sold by Seller to Purchaser pursuant to the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns. This Assignment shall not be construed to confer any rights or benefits upon any person other than Purchaser and Seller or their respective successors and permitted assigns. Seller shall execute, acknowledge, and deliver all acts, agreements, instruments, notices, and assurances as may be reasonably requested by Purchaser to further effect and evidence its sale, transfer, conveyance, assignment, and delivery of the Intellectual Property to Purchaser. Except to the extent that federal law preempts state law with respect to the matters covered hereby, the validity, interpretation, and effect of this Assignment shall be governed exclusively by the Laws of the State of Kansas, without regard to conflict of laws provisions thereof. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

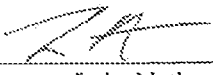
[SIGNATURE PAGE FOLLOWS]

*Assignment of Intellectual Property
HOC Industries, Inc.
Royal Oak Enterprises, LLC*

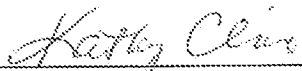
IN WITNESS WHEREOF, Seller has executed this Assignment under seal as of the date first written above.

SELLER:

HOC INDUSTRIES, INC.,
a Kansas corporation

By:  [SEAL]
Name: Luke Nath
Its: Vice President

*Signed, sealed, and delivered in
the presence of:*


Notary Public, State of Kansas

[SEAL]



EXHIBIT A

Description of Intellectual Property

All statutory and common law rights to the following registered trademarks (including any and all rights to both live and dead marks):

Mark (Profile Name)	Reg. Owner	Country	Serial No.	App. Date	Reg. No.	Reg. Date
HOMESTAR	Seller	U.S.	77414633	3/6/2008	3508507	9/30/2008
SUPREME	Seller	U.S.	77411280	3/3/2008	3601260	4/7/2009
SUPREME	Seller	U.S.	76401643	4/29/2002	2785581	11/25/2003