

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWF Enterprises, Inc.		06/02/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Boom Boom, LLC		
Street Address:	2894 Monte Diablo Ave.		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95203		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4525155	EARTH'S FINEST	
Registration Number:	4784829	EL ARRIERO	
Registration Number:	4942303	SUPER SMOKE!	
CORRESPONDENCE DATA			
Fax Number:	9166615701		
<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:	(916) 661-5700		
Email:	cglance@delfinomadden.com		
Correspondent Name:	Cheryl Glance		
Address Line 1:	500 Capitol Mall, Suite 1550		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	Cheryl Glance		
SIGNATURE:	/CherylGlance/		
DATE SIGNED:	06/08/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 2, 2017, by and between BWF Enterprises, Inc., a Texas corporation ("Assignor") and Boom Boom, LLC, a Texas limited liability company ("Assignee" and together with Assignor, the "Parties").

RECITALS

WHEREAS, Assignor is the sole owner of all rights, title and interest into and to the trademarks and trade names set forth on Schedule A attached hereto (the "Trademarks"), and all goodwill associated therewith;

WHEREAS, Assignor, Assignee, BBQ Wood Flavors, Inc., a Texas corporation, G&A Warehouse Corp., a Texas corporation, and A&G Ennis Enterprises, Ltd., a Texas limited partnership, George C. Wartsbaugh Irrevocable Trust and Ann L. Wartsbaugh Irrevocable Trust are parties to that certain Asset Purchase Agreement, dated as of June 2, 2017 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee agreed to purchase substantially all of the Assets of Assignor, including all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS, this Assignment is entered into and delivered pursuant to the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment**. Effective upon the Closing (as that term is defined in the Asset Purchase Agreement), Assignor hereby transfers, assigns, conveys and delivers to Assignee all of such Assignor's right, title and interest throughout the world in and to the Trademarks, together with (a) any and all national, foreign and state registrations and applications; (b) any and all common law rights related thereto; (c) any and all goodwill associated therewith; and (d) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for any maintain all such registrations, renewals and/or extensions; to sue for all, past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions). Upon the Closing, Assignor will immediately discontinue use of the respective Trademarks throughout the world, in all forms and media. Further, Assignor will not register or use any trademark that is confusingly similar to the Trademarks, throughout the world in all forms and in any media that is manufactured by or on behalf of Assignor.

Assignor retains no rights to use the Trademarks and agrees not to challenge the validity or the Trademarks or Assignee's ownership of the Trademarks.

2. **Authorization.** Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

3. **Further Assurances.** Each respective Assignor shall, at its expense, cooperate and take all commercially reasonable actions and execute all reasonable documents necessary or appropriate to convey, establish, record, perfect, evidence, maintain, defend, and enforce Assignee's rights in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

4. **No Conflict.** Nothing contained in this Assignment will be deemed to alter or amend the terms and provisions of the Asset Purchase Agreement and in any event of conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement are deemed to govern and be controlling in all circumstances. This Assignment is signed pursuant to the Asset Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

5. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

6. **Authority.** The Parties represent and warrant to each other that they have full right, power and authority to enter into this Assignment without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of the Parties further represent and warrant that they have full right, power and authority to act for and on behalf of the Parties in entering into this Assignment.

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

8. **Governing Law.** This Assignment shall be governed by Texas law, exclusive of its choice of law rules and principles.

9. **Severability.** Each provision of this Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Assignment shall remain in full force and effect.

10. **Counterparts.** This Assignment may be executed by Assignor and Assignee in counterparts, each of which shall be deemed an original, and all of which together shall be deemed an original, and all of which shall constitute one and the same instrument. A signature on this Assignment sent via facsimile, e-mail or other form of electronic transmission shall be deemed an original signature for the purposes of enforcement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

BWF ENTERPRISES, INC.
a Texas corporation

By: [Signature]
Name: GEORGE E. BARTON
Title: President

ASSIGNEE:

BOOMBOOM, LLC, a Texas limited liability company

By: [Signature]
Name: Thomas M. Berolzheimer
Title: President

SCHEDULE A

TRADEMARKS

Mark	Registration Number	Registration Date	Owner
EARTH'S FINEST	4,525,155	05/06/2014	BWF Enterprises, Inc.
EL ARRIERO	4,784,829	08/04/2015	BWF Enterprises, Inc.
SUPER SMOKE!	4,942,303	04/19/2016	BWF Enterprises, Inc.

Unregistered Trademarks:

