

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDO USA, LLP		03/10/2014	Limited Liability Partnership
RECEIVING PARTY DATA			
Name:	SSS Acquisition LLC		
Street Address:	P.O. Box 1206		
City:	Windham		
State/Country:	MAINE		
Postal Code:	04062		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2508496	JOB OPS	
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:	617.226.3800		
Email:	tm@preti.com		
Correspondent Name:	Preti Flaherty Bealiveau & Pachios LLP		
Address Line 1:	60 State Street		
Address Line 2:	Suite 1100		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	CMR 83787 Assignment		
NAME OF SUBMITTER:	Victor B. Lebovici		
SIGNATURE:	/Victor B. Lebovici/		
DATE SIGNED:	08/11/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS-BDO USA, LLP

THIS ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS ("Assignment"), effective as of March 3, 2014 ("Effective Date"), is from BDO USA, LLP, a Delaware limited liability partnership ("Assignor"), to **SSS ACQUISITION LLC**, a Maine limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement" - capitalized terms used herein without definition shall have the meanings given to them in the Agreement);

WHEREAS, this Assignment is made and delivered pursuant to Section 10(g) of the Asset Purchase Agreement;

WHEREAS, the Asset Purchase Agreement provides, subject to the terms and conditions set forth therein, for the grant, sale, assignment, transfer and delivery by Assignor to Assignee of all of Assignor's right, title and interest of, in and to the Assets, including the Intellectual Property; and

WHEREAS, Assignee desires to acquire certain U.S. federal trademarks applications and registrations and trademarks identified in Schedule A attached hereto (collectively, the "Trademarks") and the goodwill of the business with which the Trademarks are used and that is symbolized by such Trademarks, and Assignor desires to assign to Assignee all of its rights, title and interests in and to the Trademarks.

NOW, THEREFORE, for the consideration stated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee (i) all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used and that is symbolized by the Trademarks, (ii) any and all claims, demands, legal actions and rights and remedies at law or in equity for infringement, misappropriation, or other violations by any third party of the Trademarks, prior to, on or after the Effective Date, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and (iii) all rights, title and interest in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives as fully and entirely as the same would have been enjoyed by Assignor if this Assignment has not been made (collectively, the "Assigned Rights").

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute and deliver additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title and interest in and to the Assigned Rights as granted to Assignee.

Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Asset Purchase Agreement. This Agreement is entered into and delivered pursuant to Section 10(g) of the Asset Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall prevail.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties. This Agreement is not made for the benefit of any third parties and no third parties shall be entitled to claim the status of third party beneficiary under this Agreement.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

BDO USA, LLP
A Delaware limited liability partnership

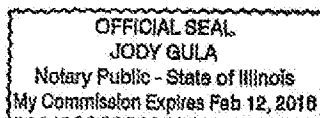
By: [Signature]
Howard B. Allenberg, its CEO

STATE OF Illinois)

COUNTY OF Will)

SS:

On this 10th day of March, 2014 before me appeared Howard Allenberg, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.



[Signature]
Notary Public

My commission expires:

2-12-16

ASSIGNEE:

SSS ACQUISITION LLC,
A Maine limited liability company
By: ANANIA & ASSOCIATES INVESTMENT
COMPANY LLC,
A Maine limited liability company, its manager

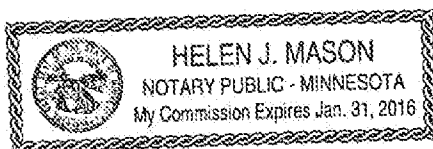
BY: [Signature]
Peter V. Anania, its President

STATE OF MN)

COUNTY OF HENNEPIN)

SS:

On this 10th day of MARCH, 2014 before me appeared PETER V. ANANIA, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.



[Signature]
Notary Public

My commission expires:

01/31/2016

Trademarks

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