

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VI Acquisitions, LLC		08/03/2017	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Weller Ice, LLC		
Street Address:	1000 W. Ormsby Avenue		
Internal Address:	Unit 19		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40210		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0743791	TURBO	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<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:	502-568-0225		
Email:	cstewart@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 W. Market Street		
Address Line 2:	32nd Floor		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart		
SIGNATURE:	/Cynthia L. Stewart/		
DATE SIGNED:	09/20/2017		
Total Attachments: 4			
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OP \$40.00 0743791

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of August 3, 2017 by and between VI Acquisitions, LLC a Kentucky limited liability company ("Assignor"), and Weller Ice, LLC, a Kentucky limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 30, 2017, by and among Assignor, Assignee, and James T. Sims, Jr. (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee acquired from Assignor, all of Assignor's right, title and interest in, to and under the trademark set forth on Schedule A attached hereto (the "Trademark"), together with the goodwill of the Business connected with and symbolized by the Trademark; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, and confirms the sale, conveyance, assignment, transfer and delivery of, all of Assignor's right, title and interest in, to and under the Trademark in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademark, including, without limitation, all registrations and applications therefor, the right to renew any registration included in the Trademark, the right to apply for trademark registration within or outside of the United States based in whole or in part upon the Trademark, the right to sue for past, present and future infringement of the Trademark and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademark.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Trademark.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

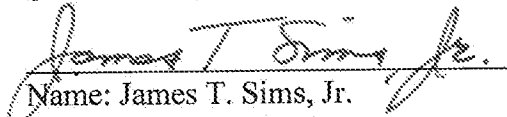
8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

VI ACQUISITIONS, LLC

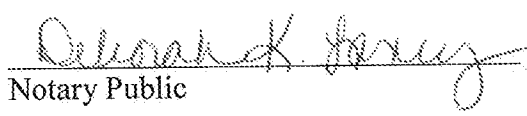
By: 
Name: James T. Sims, Jr.
Title: Managing Member

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

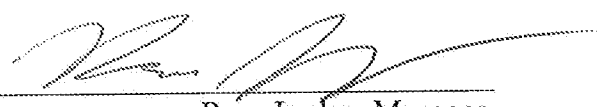
The foregoing instrument was subscribed and sworn to before me on this 16th day of August, 2017, by James T. Sims, Jr., who acknowledged the execution hereof to be his free act and deed.

My Commission expires: 7/20/2021


Notary Public

ASSIGNEE

Weller Ice, LLC

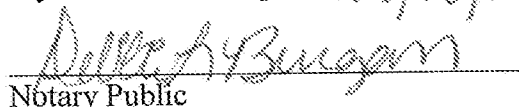
By: 
Ross Jordan, Manager

STATE OF Kentucky)

COUNTY OF Jefferson)

The foregoing instrument was subscribed and sworn to before me on this 13th day of September, 2017, by Ross Jordan, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: 08/08/20


Notary Public

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademark

COUNTRY	MARK	REGISTRATION NO.	REGISTRANT
U.S.	TURBO (STYLIZED)	743791	VI ACQUISITIONS, LLC

61657140.1