

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM454521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ballantine <del>XXX</del> /Bulldog, Inc.		03/10/1988	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UST, Inc.		
<b>Doing Business As:</b>	U.S.T.		
<b>Street Address:</b>	301 E. Marquardt Drive		
<b>City:</b>	Wheeling		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60090		
<b>Entity Type:</b>	Corporation: <del>MINNESOTA</del> ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2120921	TERMINATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127758100		
<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>			
<b>Phone:</b>	3127758000		
<b>Email:</b>	trademarks@mcandrews-ip.com		
<b>Correspondent Name:</b>	Patrick J. Arnold Jr.		
<b>Address Line 1:</b>	500 W Madison St		
<b>Address Line 2:</b>	34th Fl		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	38876US01		
<b>NAME OF SUBMITTER:</b>	Patrick J. Arnold Jr.		
<b>SIGNATURE:</b>	/PJA/		
<b>DATE SIGNED:</b>	12/14/2017		
<b>Total Attachments: 3</b>			
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OP \$40.00 2120921

GENERAL BILL OF SALE AND ASSIGNMENT

THIS GENERAL BILL OF SALE AND ASSIGNMENT, is made and entered into on and as of the close of business this 10th day of March, 1988, by Ballantine/Bulldog, Inc. ("BBI"), a Minnesota corporation, and delivered to and in favor of U.S.T., Inc. ("U.S.T."), a Minnesota corporation.

W I T N E S S E T H :

WHEREAS, U.S.T. and BBI have entered into a Purchase and Sale Agreement dated March 2, 1988 (the "Agreement"), whereby, among other things, U.S.T. has agreed to purchase from BBI, and BBI has agreed to sell, transfer and assign to U.S.T., substantially all of its properties, rights and assets (the "Purchased Assets");

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by BBI, BBI covenants and agrees as follows:

1. Sale, Transfer and Assignment. Upon the terms and conditions provided for herein and in the Agreement, BBI does hereby sell, transfer, assign, grant, convey and deliver, as the case may be, to U.S.T., free and clear of all mortgages, security interests, liens, pledges, charges, equities, trusts, hypothecations and other encumbrances, all of its business and all of its properties, rights and assets, of every kind and wherever situated, owned by it or in which it has any right, title or interest as of the date hereof (including, without limiting the generality of the foregoing in any way, all of the following, if any, owned by it or in which it has any right, title or interest: the business of BBI as a going concern; the goodwill associated with such business; its franchises to do business and all of its right, title and interest in and to the use of the name "BBI" (including any derivations thereof) and any other names used in its business; United States, foreign and common law trademarks, trade names, service marks, copyrights, licenses, processes, inventions, formulae, trade secrets and royalties; leaseholds, leasehold improvements and other interests in realty as provided in the Agreement; machinery and equipment; tools and tooling, including any rights in respect of tools and tooling in the possession of others; supplies on hand and in transit; inventories of raw materials, work-in-process and finished goods; all rights in respect of government and other contractor furnished materials, machinery, equipment, tools and tooling; motor vehicles; transportation, packing and delivery equipment and supplies; office equipment and supplies; furniture and furnishings; trade and other accounts and drafts receivable, including receivables previously written off; causes of action,

suits, judgments, claims and demands of whatsoever nature; memberships, agencies, franchises, licenses, approvals and permits; tangible and intangible personal property of all kinds; deferred charges, charges, advance payments, prepaid items, claims for refunds, carrybacks and carryforwards, rights of offset and credits of all kinds except with respect to taxes not assumed by U.S.T. under the Agreement; bids and sales and service proposals, including any rights to revoke or withdraw the same; purchase orders and purchase commitments; sales orders and sales contracts; all other leases, contracts and other agreements made on behalf of BBI or which inure to its benefit and all rights and entitlements thereunder; computer programs and software; research, engineering and technical designs, specifications, drawings, data and information; customer and vendor lists; and all books of account, files, papers and records relating to the business, properties, rights and assets of BBI; excluding, however, those certain Excluded Assets referred to in Section 2 hereof (collectively, the "Purchased Assets").

2. Excluded Assets. Notwithstanding anything herein to the contrary, U.S.T. shall not purchase or acquire hereunder any right, title or interest in or to the following properties, rights and assets of BBI (collectively, the "Excluded Assets"): (i) cash on hand or in banks and BBI's bank accounts; (ii) notes receivable from Jack G. Lindahl, C. Ballantine or Irma Ballantine; (iii) franchise deposits; (iv) BBI's leasehold interests in 7800 and 7820 Elm Street, N.E., Minneapolis, MN (except as provided in Section 2(b) of the Agreement); (v) any insurance policies on the lives of any of the Shareholders; (vi) the Winnebago mobile home; (vii) any refund of or in respect of foreign, federal, state or local income taxes (or similar taxes based upon the revenue or income of BBI) for periods ending on or prior to the Closing Date; (viii) the consideration to be paid to BBI under the Agreement; (ix) the rights of BBI to enforce the obligations of U.S.T. to pay, perform or discharge, as the case may be, the debts, liabilities and obligations of BBI assumed by U.S.T. under the Agreement and all other rights of BBI under the Agreement; (x) BBI's franchise to be a corporation and its Articles of Incorporation, corporate seal, minute books, stock books and other corporate records dealing exclusively with its corporate existence; and (xi) books and records of BBI with respect to taxes not assumed by U.S.T. under the Agreement.

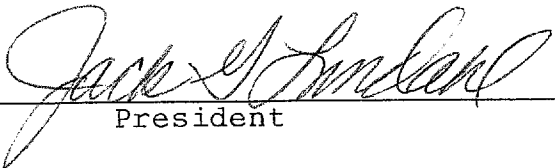
3. Successors and Assigns. This instrument and the covenants and agreements herein set forth shall inure to the benefit of U.S.T. and its successors and assigns and shall be binding upon BBI and its successors and assigns.

4. Conflicts. In the event of any conflict or ambiguity between the terms hereof and the Agreement, the terms of the Agreement shall govern and be controlling.

5. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

IN WITNESS WHEREOF, Ballantine/Bulldog, Inc., intending to be legally bound, has caused this General Bill of Sale and Agreement to be duly executed and delivered on its behalf by its President, and attested to by its Secretary, on and as of the day and date first above set forth.

BALLANTINE/BULLDOG, INC.

By:   
President

ATTEST:

  
Secretary