

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM456055

<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>
Active Brands Company, LLC		05/12/2017	Limited Liability Company: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Battle-ABC, LLC		
<b>Street Address:</b>	2111 S. 67th Street, Suite 400		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68106		
<b>Entity Type:</b>	Limited Liability Company: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3958995	EVER-MOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4029339630		
<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>	402-934-4770		
<b>Email:</b>	ip@ddlawgroup.com		
<b>Correspondent Name:</b>	Stephanie N. Mahlin		
<b>Address Line 1:</b>	13625 California St., Ste 110		
<b>Address Line 4:</b>	Omaha, NEBRASKA 68154		
<b>NAME OF SUBMITTER:</b>	Stephanie Mahlin, Nebraska bar member		
<b>SIGNATURE:</b>	/snm/		
<b>DATE SIGNED:</b>	12/27/2017		
<b>Total Attachments: 4</b>			
source=Trademark Assign - ABC to BABC (Ever-Mold) SIGNED#page1.tif			
source=Trademark Assign - ABC to BABC (Ever-Mold) SIGNED#page2.tif			
source=Trademark Assign - ABC to BABC (Ever-Mold) SIGNED#page3.tif			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into effective May 12, 2017 (the "Effective Date"), by **Active Brands Company, LLC**, a Nebraska limited liability company ("Assignor") and **Battle-ABC, LLC**, a Nebraska limited liability company ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of the Trademark (as defined herein), and

**WHEREAS**, Assignee is desirous of acquiring the entire right, title, and interest in and to the Trademark, including (without limitation) all goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the trademark listed on Exhibit "A", attached hereto and incorporated herein by this reference, throughout the world and any and all rights to any registrations therefor or applications for registrations thereof which may now or hereafter exist anywhere in the world, together with the goodwill of the business connected with the use of, and symbolized by, any of the foregoing throughout the world (collectively, the "Trademark").

2. **Additional Rights.** In addition to the above-assigned rights, Assignor assigns to Assignee any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademark. Additionally, Assignor specifically assigns to Assignee all its claims (if any) to recover for any infringement or other violation of the ownership or use rights of the Trademark, whether such infringement or violation occurs in the future or has occurred in the past. This right assigned in the preceding sentence includes the right to sue for injunctive relief and monetary damages and to recover attorney's fees for Assignee's own account and benefit and with no right of accounting to Assignor. Assignor agrees to cooperate with Assignee in any such action.

3. **Other Covenants.** Assignor hereby covenants that it has full right, power, and authority and has been duly authorized to convey the right, title, and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith.

4. **Further Assurances.** Assignor further covenants that, when requested, it will, without charge to Assignee, execute and deliver all documents and take all such further actions as may be necessary, desirable, or convenient to enable Assignee to obtain, maintain, and enforce its rights and interest in and to the Trademark and all other rights assigned hereunder and to perfect in Assignee sole and exclusive title to the Trademark and the other rights transferred hereunder anywhere in the world. In furtherance of the foregoing sentence, Assignor hereby appoints Assignee as its attorney in fact to execute and deliver any and all such documents as Assignee may deem necessary or appropriate to vest in Assignee sole and exclusive right, title, and interest in and to the Trademark and all other rights assigned hereunder. Such appointment shall be deemed to be a power coupled with an interest and is, therefore, irrevocable.

5. **Communication.** Assignee is authorized to communicate with the United States Patent and Trademark Office (and corresponding office or agencies in individual states of the United States or in other countries of the world), and the United States Patent and Trademark Office (and corresponding office or agencies in individual states of the United States or in other countries of the world) is authorized to receive and act upon all instructions, communications, correspondence, or other information sent or provided by Assignee to the same extent as if this Assignment had not been made and such item had been received from Assignor.

6. **Miscellaneous.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. 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. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

**[remainder of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the parties have executed this Assignment with the intent that it be effective as of the Effective Date.

ACTIVE BRANDS COMPANY, LLC, a  
Nebraska limited liability company, Assignor

By: [Signature]

Name: Chris Carr

Title: Authorized Representative

BATTLE-ABC, LLC, a Nebraska limited  
liability company, Assignee

By: [Signature]

Name: Dana Bradford

Title: Authorized Representative

EXHIBIT "A"

TRADEMARK

MARK	SERIAL NO. / REG. NO. (U.S.)
Ever-Mold	77907656 / 3958995