

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458297

<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>
OK Wild LLC		11/01/2017	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Joe Brands, LLC		
<b>Doing Business As:</b>	Wildkin and Levels of Discovery LLC		
<b>Street Address:</b>	4219 HILLSBORO RD STE 204		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4405987	OK OLIVE KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6154363008		
<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>	(615) 436-3005		
<b>Email:</b>	jwilson@riggsdavie.com		
<b>Correspondent Name:</b>	Jennifer Wilson, Riggs Davie PLC		
<b>Address Line 1:</b>	201 Fourth Avenue North, Suite 1870		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>NAME OF SUBMITTER:</b>	Jennifer Wilson, Riggs Davie PLC		
<b>SIGNATURE:</b>	/s/ Jennifer Wilson		
<b>DATE SIGNED:</b>	01/17/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 4405987

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made and entered into as of November 1, 2017, by and between OK Wild LLC, a Tennessee limited liability company (“Assignor”), and Joe Brands, LLC d/b/a Wildkin, d/b/a Levels of Discovery LLC, a Tennessee limited liability company (“Assignee”).

### RECITALS

WHEREAS, Assignor is the wholly owned subsidiary of Assignee;

WHEREAS, Assignor was administratively dissolved by the Tennessee Secretary of State on August 8, 2015; and

WHEREAS, Assignee, in its capacity as sole member of Assignor, a member-managed limited liability company, adopted a resolution authorizing the distribution of all assets of Assignor to its creditors, if any, and to the Member pursuant to the terms of this Agreement before terminating the existence of Assignee;

### AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

all of Seller’s right, title and interest in and to all of the assets described on Schedule A hereto (the “Transferred Items”).

1. Assignment and Assumption of Assets. Assignor hereby assigns, transfers, conveys, grants, and sets over to Assignee (collectively, the “Assignment”) all of Assignor’s right, title, benefit, privileges, and interest in and to, and all of Assignor’s burdens, obligations and liabilities in connection with, all of Assignor’s property and assets, real, personal, or mixed, tangible and intangible, of every kind and description, wherever located, including without limitation the assets described on Schedule A attached hereto (the “Transferred Items”). Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid, or discharged from and after the date hereof, in connection with the Transferred Items.
2. Copyright Assignments. In furtherance of the assignment of the copyrights assigned by paragraph 1 above, Assignor shall execute and deliver to Assignee a Copyright Assignment Agreement in form acceptable to Assignor and Assignee to be recorded with the US Copyright Office.
3. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of

transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.
5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Tennessee without regard to conflicts of laws principles that would require the application of any other law.
6. Assignments and Successors. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.
7. Execution. Signatures transmitted by electronic transmission shall constitute originals for all purposes.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

OK WILD LLC

By: Joe Brands, LLC

By: 

\_\_\_\_\_  
John B. Rosen, President

ASSIGNEE:

JOE BRANDS, LLC

By: 

\_\_\_\_\_  
John B. Rosen, President

Schedule A

Certain Assets

Contracts

**REDACTED**

Copyrights

**REDACTED**

Trademark

OK Olive Kids (Reg. No. 4,405,987)