

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proline Tailgating, LLC		09/15/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Wild Sales, LLC		
Street Address:	17401 Tiller Ct, Ste A		
City:	Westfield		
State/Country:	INDIANA		
Postal Code:	46074		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87544936	PROLINE	
Serial Number:	87540278	PROLINE	
CORRESPONDENCE DATA			
Fax Number:	3175924726		
<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:	3172362378		
Email:	mario.alvarez@icemiller.com		
Correspondent Name:	Mario Alvarez		
Address Line 1:	One American Square, Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Mario Alvarez		
SIGNATURE:	/Mario Alvarez/		
DATE SIGNED:	03/07/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), dated effective as of this 15th day of September, 2017 (the "**Effective Date**"), is by and between Proline Tailgating, LLC, a Nevada limited liability company ("**Assignor**"), and Wild Sales, LLC, a Delaware limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, & other parties, (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain Intellectual Property assets including, without limitation, the Assigned Trademarks (as defined below) and Assignee is desirous of acquiring such Assigned Trademarks.

NOW, THEREFORE, for other good and valuable consideration associated herewith, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby, (the "**Assigned Trademarks**"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.
2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.
3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any

claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

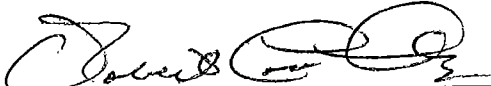
4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.
5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

PROLINE TAILGATING, LLC, a Nevada limited liability company

By: 
Robert Todd Hines, Manager

"ASSIGNEE"

WILD SALES, LLC, a Delaware limited liability company

By: _____
A. Faraz Abbasi, Chairman

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006285 FRAME: 0645

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

PROLINE TAILGATING, LLC, a Nevada limited liability company

By: _____
Robert Todd Hines, Manager

"ASSIGNEE"

WILD SALES, LLC, a Delaware limited liability company

By: Faraz Abbasi
A. Faraz Abbasi, Chairman

[Signature Page to Trademark Assignment]

TRADEMARK
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Exhibit A

ASSIGNED TRADEMARKS

Trademark	Country/Territory	Application/Registration Number
PROLINE (Class 28)	US	87/544,936
PROLINE (Class 35)	US	87/540,278

[Exhibit A –Assigned Trademarks –Trademark Assignment]

112344596.2

RECORDED: 03/07/2018

**TRADEMARK
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