

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivan Davidowitz		04/13/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Best Brands Group, LLC		
Street Address:	4820 Danby Drive		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37211		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4292565	BEARD BUTLER	
CORRESPONDENCE DATA			
Fax Number:	6156004798		
<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>			
Email:	maria@spear-ip.com		
Correspondent Name:	Maria Spear Ollis		
Address Line 1:	4210 Edgeland Ave		
Address Line 4:	Royal Oak, MICHIGAN 48073		
NAME OF SUBMITTER:	Maria Spear Ollis		
SIGNATURE:	/Maria Spear Ollis/		
DATE SIGNED:	04/24/2018		
Total Attachments: 3			
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OP \$40.00 4292565

Trademark Assignment

This Trademark Assignment (the "**Agreement**") is made this 11th day of April, 2018 (the "**Effective Date**"), by and between Ivan Davidowitz doing business as IJ Logistics and Best Brands Group, LLC (the "**Parties**" and each individually, a "**Party**").

1. Ownership of Mark. Ivan Davidowitz doing business as IJ Logistics, an individual having a principal business address of 545 Meadowland Ave. Kingston, PA 18704 (hereinafter referred to as "**Assignor**"), represents and warrants that he is the owner of the following United States Trademark Applications and Registrations:

BEARD BUTLER, Reg. No. 4292565 in International Class 016 for "adjustable, disposable, biodegradable sink and countertop protectors made of paper and used to protect sinks and countertops from facial hair clippings;"

(hereinafter collectively referred to as the "**Mark**").

2. Desire of the Parties. Assignor desires to assign the Mark to Best Brands Group, LLC, a Tennessee limited liability company having a principal business address of 4820 Danby Drive, Nashville, TN 37211 (hereinafter referred to as "**Assignee**"), and Assignee is desirous of acquiring all rights in and to the Mark, including any and all common law rights in and to the Mark.

3. Assignment. In exchange for payment from Assignee to Assignor of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions stated in this Agreement, Assignor hereby irrevocably assigns to Assignee, all right, title and interest throughout the world in and to the Mark, together with all of the goodwill of the business symbolized by said Mark, and with the right to recover damages and profits and all other remedies for all past and future infringements thereof. Assignor agrees and acknowledges that, upon full execution of this Agreement, Assignor shall no longer have any right, title, or interest in or to the Mark in any industry.

4. Domain Name. Assignor hereby grants to Assignee an exclusive and irrevocable option to purchase the domain name <<beardbutler.com>> (the "**Domain Name**"), upon and subject to the following terms and conditions (the "**Option**"):

- a. The period during which Assignee may exercise the Option shall be six (6) months from the Effective Date (the "**Option Period**") by providing written notice of Assignee's desire to exercise the option to Assignor at Assignor's address first listed above, or via email to Assignor's email address, ivandavidowitz@gmail.com;
- b. In exchange for the Domain Name, Assignee shall pay to Assignor One Thousand Dollars (\$1,000) ("**Payment**"), fifty percent (50%) of which shall be payable within ten (10) calendar days of Assignee's exercise of the Option, and

fifty percent (50%) of which shall be payable within ten (10) calendar days of Assignor's successful transfer of the Domain Name to Assignee;

- c. Payment shall be submitted via cash or cash equivalent via online portal such as PayPal, Venmo, or similar platform.
- d. Assignor shall do all acts necessary to successfully transfer the Domain Name to Assignee or shall cause or direct such acts to be done on Assignor's behalf.

5. Assignor Representations and Warranties. Assignor represents and warrants that the Assignor is the exclusive owner of the Mark, that Assignor possesses all right, title, and interest in and to the Mark, that Assignor has the power to enter into this Agreement, and that the rights transferred in this Agreement are free of any liens, claims, and/or encumbrances. Assignor further covenants that he will execute all documents, papers, forms and authorizations and take all other actions that may be necessary to secure, complete, or vest in Assignee full right, title and interest in the Mark.

6. Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party in each instance, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Assignee shall be free to assign this Agreement in its entirety to any (1) affiliate of Assignee; or (2) successor entity of Assignee that assumes all, or a majority of, Assignee's assets in writing. Any assignment in violation of this clause shall be null and void.

7. Headings. The headings of the Sections in this Agreement are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile, email or other means of electronic transmission, shall be deemed to be as effective as an original signed copy.

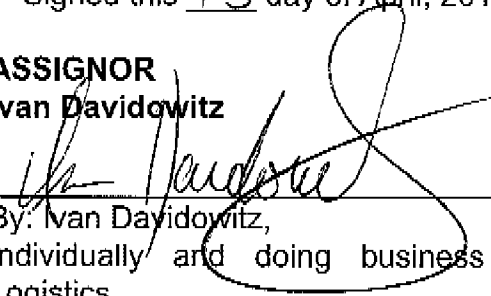
9. Entire Agreement; Modification. This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Agreement may be modified only by a written amendment signed by an authorized representative of each Party.

10. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court

located in Davidson County, Tennessee. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

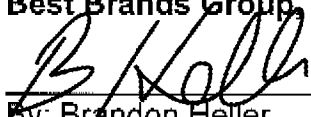
Signed this 13 day of April, 2018.

ASSIGNOR
Ivan Davidowitz



By: Ivan Davidowitz,
Individually and doing business as IJ
Logistics

ASSIGNEE
Best Brands Group, LLC



By: Brandon Heller
Its: Principal