

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM484265

<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>
Blue Rhino Global Sourcing, Inc.		07/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Bar-B-Q Products LLC		
<b>Street Address:</b>	375 Commerce Park Road		
<b>City:</b>	North Kingstown		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02852		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4946862	AIR FLOW	
<b>Registration Number:</b>	3628490	BACKYARD BASICS	
<b>Registration Number:</b>	4961280	BITE-GUARD	
<b>Registration Number:</b>	5209685	CAMO-Q	
<b>Registration Number:</b>	3136136	CHEF MASTER	
<b>Registration Number:</b>	2252308	CHEF MASTER BY MR. BAR-B-Q	
<b>Registration Number:</b>	2727771	CLASSIC PRESTIGE	
<b>Serial Number:</b>	87692829	COOL TEK	
<b>Registration Number:</b>	5239091	CROSSFIRE	
<b>Registration Number:</b>	3729973		
<b>Registration Number:</b>	3796682		
<b>Registration Number:</b>	2802854	DIAMOND PRESTIGE	
<b>Registration Number:</b>	5403625	DUALHEAT	
<b>Registration Number:</b>	3249172	E*Z LEGS & WINGS	
<b>Registration Number:</b>	3764133	ECO-COVER	
<b>Registration Number:</b>	3628491	ECO-TECH	
<b>Registration Number:</b>	5286790	ELEMENTAL	
<b>Registration Number:</b>	2493024	ENDLESS SUMMER	
<b>Registration Number:</b>	2759584	ENDLESS SUMMER	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3644835	EVERYTHING BUT THE GRILL
Registration Number:	4418166	FINETUNE
Registration Number:	4426643	FLIP & FLAVOR
Registration Number:	4935752	GRILL SWIPES
Serial Number:	87006453	GRILLIN' WITHOUT BORDERS
Registration Number:	3709699	HAMMERHEAD BRUSH
Registration Number:	2891400	LESS BITING INSECTS. MORE BACKYARD FUN.
Registration Number:	2148046	MR. BAR B Q
Registration Number:	2983548	MR. BAR B Q
Registration Number:	4212629	MR. BAR-B-Q
Registration Number:	4064323	MR. BAR-B-Q ORIGINAL
Registration Number:	4965131	MR. PIZZA
Registration Number:	4965130	MR. PIZZA SUPREMO GRILLING ACCESSORIES
Registration Number:	5307672	ONEBAIT
Registration Number:	2604054	PLATINUM PRESTIGE
Registration Number:	3006121	PRESIDENTIAL PRESTIGE
Registration Number:	5091894	RAZOR
Registration Number:	2617154	SILVER PRESTIGE
Registration Number:	2760084	SKEETERVAC
Registration Number:	3412119	SMART COOKING
Registration Number:	4373501	SPONG
Registration Number:	4369583	THE SPICE ARM
Registration Number:	3596420	TOUGH BRUSH
Registration Number:	2952809	UNIFLAME
Registration Number:	2914598	VAC & TAC
Registration Number:	2905041	WAVEDRAWER
Registration Number:	3596421	WHALE OF A BRUSH

#### CORRESPONDENCE DATA

Fax Number: 2129860604

*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.*

Phone: 2128834911

Email: dsunshine@cozen.com

Correspondent Name: David Sunshine/Cozen O'Connor

Address Line 1: 277 Park Avenue

Address Line 4: New York, NEW YORK 10172

NAME OF SUBMITTER:	David Sunshine
SIGNATURE:	/David Sunshine/

<b>DATE SIGNED:</b>	08/01/2018
<b>Total Attachments: 10</b> source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif source=TM Assignment#page6.tif source=TM Assignment#page7.tif source=TM Assignment#page8.tif source=TM Assignment#page9.tif source=TM Assignment#page10.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of the 27th July 2018, is made by Blue Rhino Global Sourcing, Inc., ("**Seller**"), a Delaware corporation with a principal place of business at 10 Hub Drive, Melville, New York 11747, in favor of Mr. Bar-B-Q Products LLC ("**Buyer**"), a New York limited liability company having an address at 375 Commerce Park Road, North Kingstown, Rhode Island 02852, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of the 27th of July 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following:

(a) the trademark and/or service mark registrations and trademark applications set forth on Schedule A hereto for the marks listed on Schedule A as well as all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of the portion of the Seller's business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks; and

(d) any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and

assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BLUE RHINO GLOBAL SOURCING, INC

By: 

Name: James Ferrell

Title: President and Chief Executive Officer

MR. BAR-B-Q PRODUCTS LLC

By: \_\_\_\_\_

Name: Tracy Baran

Title: Manager

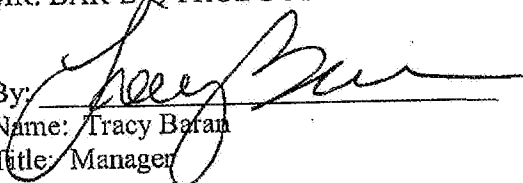
[Signature Page to BRGS US/Canada Trademark Assignment]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

BLUE RHINO GLOBAL SOURCING, INC.





By: \_\_\_\_\_  
Name: James Ferrell  
Title: President and Chief Executive Officer

MR. BAR-B-Q PRODUCTS LLC


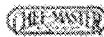


By:   
Name: Tracy Batan  
Title: Manager

[Signature Page to BRGS US/Canada Trademark Assignment]



### Schedule A



Country	Mark	Application No.	Registration No.	Class(es)	Owner
Canada	ELEMENTAL	1760197	N/A		Blue Rhino Global Sourcing, Inc.
Canada	DUALHEAT	1844176	N/A		Blue Rhino Global Sourcing, Inc.
Canada	FINETUNE	1204566	TMA636787		Blue Rhino Global Sourcing, Inc.
Canada	MR. BAR -B -Q and Design 	1327191	TMA700917		Blue Rhino Global Sourcing, Inc.
Canada	MR. BAR-B-Q ORIGINAL and Design 	1751764	TMA952239		Blue Rhino Global Sourcing, Inc.
Canada	MR. BAR-B-Q and Design 	1327193	TMA701453		Blue Rhino Global Sourcing, Inc.
Canada	SKEETERVAC	1204571	TMA636788		Blue Rhino Global Sourcing, Inc.
Canada	THE GRILLING ENTHUSIAST	1325936	TMA719509		Blue Rhino Global Sourcing, Inc.
United States	AIR FLOW and Design 	86298024	4946862	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	BACKYARD BASICS	77482625	3628490	Int. Class 11 Int. Class 20	Blue Rhino Global Sourcing, Inc.




Country	Mark	Application No.	Registration No.	Class(es)	Owner
United States	BITE-GUARD	86534977	4961280	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	CAMO-Q	86243043	5209685	Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	CHEF MASTER and Design 	76391892	3136136	Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	CHEF MASTER BY MR. BAR-B-Q and Design 	75172169	2252308	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	CLASSIC PRESTIGE	76200736	2727771	Int. Class 36	Blue Rhino Global Sourcing, Inc.
United States	COOL TEK	87692829	N/A	Int. Class 20 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	CROSSFIRE	86777886	5239091	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States		77978183	3729973	Int. Class 18 Int. Class 20	Blue Rhino Global Sourcing, Inc.
United States		77591372	3796682	Int. Class 07 Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	DIAMOND PRESTIGE	76200737	2802854	Int. Class 36	Blue Rhino Global Sourcing, Inc.

Country	Mark	Application No.	Registration No.	Class(es)	Owner
United States	DUALHEAT	87363102	5403625	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	E*Z LEGS & WINGS	78797788	3249172	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	ECO-COVER	77482586	3764133	Int. Class 20	Blue Rhino Global Sourcing, Inc.
United States	ECO-TECH	77482812	3628491	Int. Class 11 Int. Class 20	Blue Rhino Global Sourcing, Inc.
United States	ELEMENTAL	86679336	5286790	Int. Class 20 Int. Class 24	Blue Rhino Global Sourcing, Inc.
United States	ENDLESS SUMMER	75542584	2493024	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	ENDLESS SUMMER	76212933	2759584	Int. Class 11 Int. Class 35 Int. Class 37	Blue Rhino Global Sourcing, Inc.
United States	EVERYTHING BUT THE GRILL	77546812	3644835	Int. Class 35	Blue Rhino Global Sourcing, Inc.
United States	FINETUNE	85867428	4418166	Int. Class 05	Blue Rhino Global Sourcing, Inc.
United States	FLIP & FLAVOR	85771784	4426643	Int. Class 21	Blue Rhino Global Sourcing, Inc.

Country	Mark	Application No.	Registration No.	Class(es)	Owner
United States	GRILL SWIPES	86679183	4935752	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	GRILLIN' WITHOUT BORDERS	87006453	N/A	Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	HAMMERHEAD BRUSH	77482398	3709699	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	LESS BITING INSECTS. MORE BACKYARD FUN.	78312036	2891400	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	MR. BAR B Q and Design 	74698044	2148046	Int. Class 04 Int. Class 09 Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	MR. BAR B Q and Design 	76440822	2983548	Int. Class 08 Int. Class 11 Int. Class 18 Int. Class 20 Int. Class 21 Int. Class 24	Blue Rhino Global Sourcing, Inc.
United States	MR. BAR-B-Q	85389776	4212629	Int. Class 08 Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.

Country	Mark	Application No.	Registration No.	Class(es)	Owner
United States	MR. BAR-B-Q ORIGINAL and Design 	85106781	4064323	Int. Class 08 Int. Class 11 Int. Class 18 Int. Class 20 Int. Class 21 Int. Class 24	Blue Rhino Global Sourcing, Inc.
United States	MR. PIZZA	86261415	4965131	Int. Class 08 Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	MR. PIZZA SUPREMO GRILLING ACCESSORIES and Design 	86261404	4965130	Int. Class 08 Int. Class 11 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	ONEBAIT	87082993	5307672	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	PLATINUM PRESTIGE	76200734	2604054	Int. Class 36	Blue Rhino Global Sourcing, Inc.
United States	PRESIDENTIAL PRESTIGE	76200738	3006121	Int. Class 36	Blue Rhino Global Sourcing, Inc.
United States	RAZOR	86554913	5091894	Int. Class 11	Blue Rhino Global Sourcing, Inc.
United States	SILVER PRESTIGE	76200735	2617154	Int. Class 36	Blue Rhino Global Sourcing, Inc.

Country	Mark	Application No.	Registration No.	Class(es)	Owner
United States	SKEETERVAC	76392024	2760084	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	SMART COOKING and Design 	77019598	3412119	Int. Class 09 Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	SPONG	85632553	4373501	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	THE SPICE ARM	85577588	4369583	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	TOUGH BRUSH	77482376	3596420	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	UNIFLAME	76975021	2952809	Int. Class 11 Int. Class 35	Blue Rhino Global Sourcing, Inc.
United States	VAC & TAC	78312031	2914598	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	WAVEDRAWER	78312032	2905041	Int. Class 21	Blue Rhino Global Sourcing, Inc.
United States	WHALE OF A BRUSH	77482419	3596421	Int. Class 21	Blue Rhino Global Sourcing, Inc.