

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478985

<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>
ACME Wholesale L.L.C.		06/11/2018	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bargain Squad L.L.C.		
<b>Street Address:</b>	8 The Green, Suite A		
<b>Internal Address:</b>	c/o A. Registered Agent Inc.		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19990		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87123548	HAPPY BUDDHA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6026314529		
<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>	6026319100		
<b>Email:</b>	pto_adl@venjuris.com		
<b>Correspondent Name:</b>	Venjuris P.C.		
<b>Address Line 1:</b>	1938 E. Osborn Rd		
<b>Address Line 2:</b>	c/o Anthony D. Logan		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>NAME OF SUBMITTER:</b>	Anthony D. Logan		
<b>SIGNATURE:</b>	/Anthony D. Logan/		
<b>DATE SIGNED:</b>	06/21/2018		
<b>Total Attachments: 1</b>			
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OP \$40.00 87123548

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of June 11<sup>th</sup>, 2018 ("Effective Date") by and between ACME Wholesale, L.L.C., a Nevada limited liability company ("Assignor") and Bargain Squad L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the HAPPY BUDDHA trademark application, Application Serial No., 87/123,548 filed on August 1, 2016 ("Trademark") with the United States Patent and Trademark Office, together with the goodwill of the business symbolized thereby in connection with the goods with which the Trademark is used; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title and interest in and to the Trademark in accordance with the terms of the Trademark Transfer Agreement dated June 11<sup>th</sup>, 2018 entered into by and between Assignor and Assignee ("Agreement") and Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark and the goodwill symbolized thereby in accordance with the terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademark, as well as Assignor's right, title and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory, common law, and other rights and all domestic and foreign trademarks and applications and registrations therefor, including, without limitation, all extensions, amendments and renewals of such applications and registrations, and the right to apply for any of the foregoing, together with the goodwill of the business associated with the Trademark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all rights to sue for and receive all damages accruing from past, present and future infringements or misappropriations of the Trademark assigned in this Assignment.

This Assignment shall be binding upon each of Assignor and Assignee, each of their respective successors and assigns, and all others acting by, through, with, or under the direction of Assignee or Assignor, as the case may be, and all those in privity therewith.

Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in and to the Trademark.


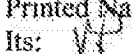
IN WITNESS WHEREOF, each party, by and through its authorized representative having full power and authority to enter into and bind his or her respective party to the terms, conditions and obligations set forth in this Assignment, without further approval or authority of any kind, has duly executed and delivered this Assignment as of the Effective Date.

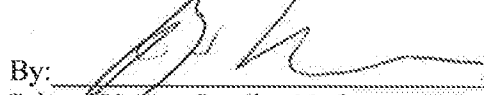
"ACME"

"BARGAIN SQUAD"

ACME Wholesale, L.L.C., a Nevada limited liability company

Bargain Squad L.L.C., a Delaware limited liability company

By:   
Printed Name: Russell J. Grossman  
Its:  of one of its Managing Members

By:   
Printed Name: Bradley N. Grossman  
Its: Member