

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ferrellgas L.P.		07/27/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Mr. Bar-B-Q Products LLC		
Street Address:	375 Commerce Park Road		
City:	North Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3911456	GRILLBOSS	
Registration Number:	3781778	VERSIFUEL	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	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/		
DATE SIGNED:	08/01/2018		
Total Attachments: 5			
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OP \$65.00 3911456

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of the 27th of July 2018, is made by Ferrellgas, L.P. (“**Assignor**”), a Delaware limited partnership with a principal place of business at One Liberty Plaza, Liberty, Missouri 64068, in favor of Mr. Bar-B-Q Products LLC (“**Assignee**”), a New York limited liability company having an address at 375 Commerce Park Road, North Kingstown, Rhode Island 02852.

WHEREAS, under the terms of a Furtherance Agreement between the parties, Assignor has agreed to convey, transfer, and assign to Assignor, among other assets, certain intellectual property of Assignee, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(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;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, 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 Furtherance Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Furtherance Agreement and ancillary 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 Furtherance Agreement and the terms hereof, the terms of the Furtherance Agreement shall govern.

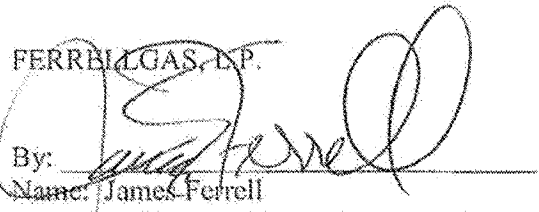
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission 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, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

FERRILLGAS, L.P.

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 Ferrellgas US Trademark Assignment]

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

FERRELLGAS, L.P.

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 Ferrelgas US Trademark Assignment]

Schedule A

Country	Mark	Application No.	Registration No.	Class	Owner
United States	GRILLBOSS	77428246	3911456	Int. Class 11	Ferrellgas, L.P.
United States	VERSIFUEL	77443945	3781778	Int. Class 11	Ferrellgas, L.P.