

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bayou Companies, LLC		08/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayou Holdco, Inc.		
Street Address:	5200 Curtis Lane		
City:	New Iberia		
State/Country:	LOUISIANA		
Postal Code:	70560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4225252	BAYOU	
Registration Number:	4225251	BAYOU	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	ustrademarkmail@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	108712-0170-003		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	08/31/2018		
Total Attachments: 4			
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ASSIGNMENT

1. **WHEREAS**, THE BAYOU COMPANIES, LLC of 5200 Curtis Lane, New Iberia, LOUISIANA 70560, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Assignor"), has adopted and used in its business certain trademarks including the United States federal registrations and Louisiana state registrations listed below; and

2. **WHEREAS**, Assignor has certain registrations in the United States Patent and Trademark Office and with the Louisiana Secretary of State relating to said trademarks; and

3. **WHEREAS**, Bayou Holdco, Inc. of 5200 Curtis Lane New Iberia, LA 70560, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in said trademarks and said registrations and the good will of the business in connection with which said trademarks are used (collectively, the "Assigned Marks");

4. **WHEREAS**, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of the date hereof with certain other parties thereto, pursuant to which Assignor has agreed to assign the Assigned Marks to Assignee pursuant to this trademark assignment;

5. **NOW THEREFORE**, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration by Assignee to assignor in hand paid, receipt and sufficiency of all of which

are hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, free and clear of all encumbrances, and Assignee has agreed to and does hereby acquire, assume and accept from Assignor, all of Assignor's right, title and interest throughout the world in and to said trademarks and said registrations together with the good will of the business connected with the use thereof and symbolized thereby, including (without limitation): (i) the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations, and/or extensions thereof, (ii) the right to oppose or seek to cancel third party registrations, (iii) all common law rights in, to and under the Assigned Marks and all other rights in, to and under the Assigned Marks, (iv) the right to bring an action at law or in equity or otherwise recover for past, present, and/or future infringement, dilution, or other violation thereof, and (v) any and all rights to proceeds, including (without limitation) license fees, royalties, profits, compensations, income, payments, claims, damages, proceeds of suit now or hereafter due and/or payable with respect thereto or other payments or remuneration of any kind relating to the Assigned Trademarks;


6. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

7. **THE TRADEMARK REGISTRATION(S) ARE AS FOLLOWS:**

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TRADEMARK</u>
US4225252	16-Oct-2012	BAYOU
US4225251	16-Oct-2012	BAYOU word and design
Louisiana 570589	31-May-2001	THE BAYOU COMPANIES
Louisiana 641108	30-Nov-2012	BAYOU WELDING WORKS
Louisiana 641111	30-Nov-2012	BAYOU WELDING WORKS

8. **IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers thereunto duly authorized.

THE BAYOU COMPANIES, LLC

By  _____
 Name: David F. Morris
 Title: Executive Vice President, Chief Administrative Officer & Secretary
 Date: August 31, 2018

ACCEPTED AND AGREED:

BAYOU HOLDCO, INC.

By _____
 Name: Randall Eason
 Title: President
 Date: _____

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>TRADEMARK</u>
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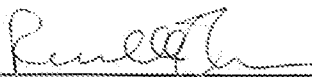
8. **IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers thereunto duly authorized.

THE BAYOU COMPANIES, LLC

By _____
 Name: _____
 Title: _____
 Date: _____

ACCEPTED AND AGREED:

BAYOU HOLDCO, INC.

By  _____
 Name: Randall Eason
 Title: President
 Date: August 31, 2018

[Signature Page to Trademark Assignment Agreement]