

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500417

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900475606		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DWI Guy, LLC	FORMERLY Anelli Holdings, LLC	07/01/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	DWI Holdings, LLC		
Street Address:	PO BOX 849		
City:	SYRACUSE		
State/Country:	NEW YORK		
Postal Code:	13214		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4722120	THE DWI GUY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	315-422-1500		
Email:	IP@bhlawpllc.com		
Correspondent Name:	Kavitha Janardhan		
Address Line 1:	110 West Fayette Street		
Address Line 2:	Suite 1000		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	N0600L.02		
NAME OF SUBMITTER:	Kavitha Janardhan		
SIGNATURE:	/Kavitha Janardhan/		
DATE SIGNED:	12/03/2018		
Total Attachments: 2			
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BILL OF SALE AND ASSIGNMENT

THIS **BILL OF SALE AND ASSIGNMENT**, dated July 1, 2018 from DWI Guy, LLC, a New York limited liability company with an address of 5586 Lake Road, Tully, New York 13159 (the "**Assignor**") to DWI Holdings, LLC, a New York limited liability company with an address of PO Box 849, Syracuse, New York 13214 (the "**Assignee**").

RECITALS:

A. By a certain Asset Purchase Agreement dated as of June 26, 2018, by and between Assignor and Assignee (the "**Agreement**"), Assignor agreed to transfer, sell, convey, release, assign and deliver to Assignee, and Assignee agreed to purchase substantially all of Assignor's assets such assets to be acquired sometimes being referred to as the "**Acquired Assets**"), more fully described as follows:

(a) Tangible and Intangible Assets. All tangible and intangible personal property of the Assignor, including without limitation goodwill and going concern value, customer, supplier, and vendor lists, business records, phone numbers (including without limitation, 1-800-DWI-TEAM, 1-866-DWI-1234, 1-877-DWI-FIRM, 1-877-HELP-DWI, 1-866-792-7800, 1-800-570-1810), fax numbers, internet domain names (including, without limitation, DWIGUY.com; NYSDWI.com), trademarks (including without limitation, THE DWI GUY), trade names, and service marks (whether or not registered), all common law rights to trademarks and service marks, trademark registrations and applications, logos, copyrighted works, copyright registrations and applications, trade secrets, and other intellectual property rights, presently owned, possessed, or used by Assignor, customer lists, records, data, and materials and media containing information retaining to Assignor's customers, e-mail addresses, web sites, advertising and marketing materials, the books and records of Assignor, including all written materials, whether copyrightable or not in the possession of Assignor, payroll and personnel records, product information, equipment lists, plans, reports, data, notes, correspondence, catalogues, brochures, art work, photographs, advertising materials, marketing and production literature, files, and other records and documents in Assignor's possession, including Assignor's books of account, ledgers, and other financial records;

(b) Inventory. All inventories, work-in-process, marketing materials, customer stocking, and general stock inventory, shipments in transit, wherever located;

(c) Prepaid Assets. Prepaid assets of Assignor, if any; and

(d) Permits. All of Assignor's Permits. "Permits" means all licenses, registrations, permits, approvals, franchises and other authorizations required from any governmental authority or other person in connection with Assignor's business as presently conducted.

B. Assignor is executing and delivering this Bill of Sale and Assignment to Assignee for the purpose of transferring selling, conveying, releasing, assigning and delivering to, and vesting in, Assignee the Acquired Assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents does bargain and sell, transfer, convey, release, assign and deliver to, and vest in Assignee all of the assets herein.

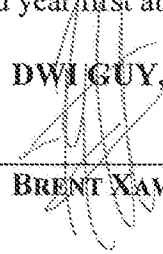
TO HAVE AND TO HOLD all the Acquired Assets unto Assignee, its successors and assigns, to its and their own use and benefit forever, and Assignor does for itself, its successors and assign, covenant and agree with Assignee to **WARRANT AND DEFEND** the sale of the Acquired Assets against all and every person and person whomsoever.

This Bill of Sale and Assignment is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to, as of the effective date hereof.

This Bill of Sale and Assignment is an instrument of transfer contemplated by, and is executed pursuant to, and shall be construed in accordance with the Agreement and the right and obligations of the parties hereunder are subject to all the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be signed and this corporate seal to be affixed thereto as of the day and year first above written.

DWIGUY, LLC

BY: 
BRENT XAVIER, MANAGER