

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504287

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finish Strong, LLC		07/13/2018	Corporation: ILLINOIS
Dan Green		07/13/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Southwestern/Great American, Inc.		
Street Address:	2451 Atrium Way		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2193411	FINISH STRONG	
Registration Number:	2621543	FINISH STRONG	
Registration Number:	3101652	FINISH STRONG	
Registration Number:	3089813	FINISH STRONG	
CORRESPONDENCE DATA			
Fax Number:	6158008918		
<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:	615-800-8919		
Email:	amy@everhartlawfirm.com		
Correspondent Name:	Amy J. Everhart		
Address Line 1:	202 Fifth Avenue South		
Address Line 4:	Franklin, TENNESSEE 37064		
NAME OF SUBMITTER:	Amy J. Everhart		
SIGNATURE:	/Amy J. Everhart/		
DATE SIGNED:	01/03/2019		
Total Attachments: 6			
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SCHEDULE 1-1

REGISTERED TRADEMARKS

	MARK	APPLICATION/ REGISTRATION NO.	FILING/ REGISTRATION DATE	STATUS
1.	FINISH STRONG	TMA917881 (Canada)	10-22-2015	Registered
2.	FINISH STRONG	2193411	10-06-1998	Registered
3.	FINISH STRONG	2621543	09-17-2002	Registered
4.	FINISH STRONG	3101652	06-06-2006	Registered
5.	FINISH STRONG	3089813	05-09-2006	Registered

EXHIBIT A-3

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT, effective July 13, 2018 (the "Effective Date"), is by and between Finish Strong, LLC, an Illinois limited liability company with principal offices located at 935 Burnham Court, Aurora, Illinois 60502, and Dan Green (collectively, "Assignor"), and Southwestern/Great American, Inc., a Tennessee corporation with principal place of business at 2451 Atrium Way, Nashville, Tennessee 37214 ("Assignee").

WHEREAS, Assignor is the owner of those assets described on Schedule 1-1 through Schedule 1-6 (collectively, "Schedule 1") attached hereto and incorporated herein by reference, including, without limitation, all Intellectual Property rights thereto and benefits from the goodwill derived therefrom (collectively, the "Assets"); and

WHEREAS, Assignee has purchased and acquired the Assets in accordance with that certain Asset Sale and Purchase Agreement by and between Seller and Buyer, dated and made effective as of ~~June~~ ^{July} 13, 2018 (the "Agreement").

NOW, THEREFORE, in exchange for good and valuable consideration given to Assignor by Assignee, the receipt of which is hereby acknowledged, the parties agree as follows:

1. For purposes of this Assignment, the term "Intellectual Property" shall mean any or all intellectual property rights of every kind, arising anywhere in the world, and all rights in, arising out of, associated with or equivalent thereto, including all: (A) patents, patent applications, provisional patents and utility models and applications therefor and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (B) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof; (C) copyrights (whether registered or unregistered) and registrations and applications for registration thereof; (D) rights in data, databases or other compilations of fact; (E) trade secrets and other confidential or proprietary information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, marketing and other business systems, research and development information, drawings, specifications, designs, plans, proposals, financial and marketing plans and customer and supplier lists and information); (F) uniform resource locator and World Wide Web addresses and domain names and applications and registrations therefor; (G) works of authorship including computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works; (H) right to claim authorship to or

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right, existing under common or statutory law of any country in the world or under any treaty; and (I) the right to income from the exploitation of any of the foregoing; (J) the contract and license relates related to any of the foregoing; and (K) the goodwill associated with any of the foregoing.

2. Assignor hereby sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to the Assets, including all Intellectual Property rights therein and related thereto, throughout the world, including all modifications thereto and derivative works arising from the Assets, and all tangible embodiments of any of the foregoing in any form and in any media in the possession, custody, or control of Assignor, and including any and all registrations, applications for registration, and exclusive licenses related thereto and all issuances, extensions and renewals thereof. Such rights conveyed hereunder include, without limitation, (i) the exclusive right to grant licenses and rights under and with respect to any of the Assets, and to sue for any infringement occurring before or after the Effective Date of this Assignment as well as all statutory, contractual and other claims, demands, and causes of action for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the foregoing, and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date; and (ii) the exclusive right to apply for and obtain statutory rights and registrations with respect to any of the Assets in the United States and anywhere else in the world. If and to the extent that, as a matter of law in any jurisdiction, ownership, title, or any rights or interest in or to any of the Assets cannot be assigned, Assignor irrevocably agrees to assign and transfer, and hereby assigns and transfers to Assignee all rights (including, without limitation, all economic and commercialization rights) that can be assigned to the fullest extent permissible; and Assignor irrevocably agrees to grant, and hereby grants, to Assignee an unlimited, exclusive, irrevocable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any rights to the Assets that cannot be assigned as contemplated herein.

3. Assignor covenants and agrees to cooperate with Assignee whereby Assignee may enjoy to the fullest extent the right, title, and interest herein conveyed. Assignor agrees to assist Assignee, or its designee, at Assignee's expense, (i) to secure Assignee's rights in the Assets and any Intellectual Property rights relating thereto in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all documents that Assignee shall deem necessary to apply for, obtain, maintain and transfer such rights and to assign and convey to Assignee, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to the Assets, and any Intellectual Property rights relating thereto; and (ii) to assist promptly and cooperate with Assignee in the prosecution of legal proceedings involving the Assets or derivative works therefrom, said registrations granted thereon, including proceedings before any tribunal or administrative office of the United States or any foreign country, and court actions. Assignor further agrees that this obligation shall continue until the expiration of the last such intellectual property right to expire in any country of

the world. Assignor hereby assigns to Assignee any and all claims, of any nature whatsoever, that Assignor now or hereafter has for infringement of the Assets.

4. Assignor warrants and represents that it owns all right, title and interest in the Assets, including the Intellectual Property rights thereto, free and clear of all liens or encumbrances; (ii) the Assets do not infringe upon or otherwise violate, the intellectual property or other rights of any other person or entity; and (iii) it has not entered into any assignment, contract, or understanding in conflict with this Assignment.

5. Assignor hereby waives the benefit of any provision of law known as "moral rights" or any similar analogous provision of any treaty, statute, regulation or rule of law of any government or quasi-governmental body in any country of the world or throughout the universe.

FINISH STRONG, LLC, Assignor

SOUTHWESTERN/GREAT AMERICAN, INC., Assignee

By: _____
Name: John Green
Title: PRESIDENT

By: _____
Name: _____
Title: _____

Subscribed and sworn to before me on this 13th day of JULY, 2018

Subscribed and sworn to before me on this ___ day of _____, 2018

[Signature]
Notary Public

Notary Public

County/State: COOK/ILLINOIS

County/State: _____



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FINISH STRONG, LLC, Assignor

SOUTHWESTERN/GREAT AMERICAN, INC., Assignee

By: _____

By: C. Johnstone

Name: _____

Name: Cynthia D. Johnstone

Title: _____

Title: ERP + Treasurer

Subscribed and sworn to before me on this ____ day of _____, 2018

Subscribed and sworn to before me on this 13th day of July, 2018

Notary Public

Shayla Sanders
Notary Public

County/State: _____

County/State: Davidson / Tennessee

