

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN PROPER, LLC		12/05/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	THE SOUTHERN PROPER COMPANY, LLC		
Street Address:	2125 2ND AVENUE SW		
City:	CULLMAN		
State/Country:	ALABAMA		
Postal Code:	35055		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4630520	FRAT HAT	
Registration Number:	3252531	SOUTHERN PROPER	
Registration Number:	3340725		
Registration Number:	3577624	SOUTHERN DRAWLS	
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>			
Email:	admin-docketing@medleybehrens.com		
Correspondent Name:	MEDLEY, BEHRENS & LEWIS, LLC		
Address Line 1:	6100 ROCKSIDE WOODS BLVD., SUITE 440		
Address Line 4:	Independence, OHIO 44131		
NAME OF SUBMITTER:	Nichole Kuklisin		
SIGNATURE:	/Nichole Kuklisin/		
DATE SIGNED:	01/22/2019		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Agreement*") is made and entered into as of December 5, 2018 by and among THE SOUTHERN PROPER COMPANY, LLC, an Alabama limited liability company ("*Buyer*"), SOUTHERN PROPER, LLC, a Georgia limited liability company ("*Seller*"), BARRY STOREY, an individual resident of the State of Georgia ("*Storey*"), and EMILIE HOWARD, an individual resident of the State of Georgia (individually, "*Howard*" and, together with Seller and Storey, the "*Seller Parties*").¹

WHEREAS, Buyer and the Seller Parties have entered into that certain Asset Purchase Agreement dated as of December 5, 2018 (the "*Purchase Agreement*"), pursuant to which, *inter alia*, the Seller Parties have agreed to sell, transfer, convey, assign, deliver to, and vest in Buyer all of the Seller Parties' right, title, and interest in and to all Intellectual Property and other intangible rights and property pertaining to the Purchased Assets and the Business;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment. The Seller Parties hereby sell, grant, transfer, convey, assign, and deliver to Buyer and Buyer's successors and assigns all of the Seller Parties' right, title, and interest throughout the world in and to the Purchased IP, together with the goodwill of the business in connection with which the Purchased IP is used and which is symbolized by the Purchased IP, along with any right to sue and recover for damages and profits thereunder, TO HAVE AND TO HOLD the Purchased IP, including but not limited to the items listed on **Exhibit A** attached hereto, forever, free and clear of all Encumbrances except as otherwise set forth in the Purchase Agreement.

3. Recordation and Further Assurances. The Seller Parties hereby authorize the requisite Governmental Authorities to record and register this Agreement upon request by Buyer. The Seller Parties shall execute, acknowledge, and deliver all acts, agreements, instruments, notices, and assurances, and cooperate with any litigation, as may be reasonably requested by Buyer to further effect and evidence its sale, grant, transfer, conveyance, assignment, and delivery of the Purchased IP to Buyer and give Buyer and its successors and permitted assigns the full benefit of this Agreement.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities set forth therein, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force

¹ **NTD:** Emmie Howard is listed as owner of at least two domain names, and the owner of the other is masked by a privacy service, so the owners need to assign any and all rights they have in the IP as well.

and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Seller Parties and Buyer and their respective successors and permitted assigns. This Agreement shall not be construed to confer any rights or benefits upon any person other than the Seller Parties and Buyer or their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule of any jurisdiction (whether of the State of Georgia or any other jurisdiction).


7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first above written.


BUYER:

THE SOUTHERN PROPER COMPANY, LLC

By: 
Name: GERALD E. WOOTEN JR
Its: MANAGING MEMBER

SELLER:

SOUTHERN PROPER, LLC

By: 
Name: Barry L. Storey
Its: MANAGING MEMBER

STOREY:

By: 
Name: Barry Storey, individually

HOWARD:


By: 
Name: Emilie Howard, individually

EXHIBIT A

Purchased IP²

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>
<u>FRAT HAT</u>	<u>4630520</u>
<u>SOUTHERN PROPER</u>	<u>3252531</u>
<u>Black Dog w/ Red Bowtie in Circle Design</u>	<u>3340725</u>
<u>SOUTHERN DRAWLS</u>	<u>3577624</u>

COMMON LAW / UNREGISTERED TRADEMARKS

SOPRO
SHADE COMFORT
THE CALL OF THE SOUTH
BELLES & BEAUS

INTERNET DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>
www.southernproper.com	April 4, 2020
www.southernpropersucks.com	May 1, 2019
www.fashionforfarming.com	June 22, 2019

² **NTD:** The information contained in this Schedule was obtained from due diligence searches and may not contain all items required to be listed. Please populate this schedule with any remaining applicable items that are not currently listed (including creating additional tables for any additional categories of items as applicable).

WEBSITE(S)

The Web site and all content thereon at www.southernproper.com

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SOCIAL MEDIA ASSETS

<https://www.facebook.com/southernproper/>

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