

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Battery Distributors Southeast, Inc.		12/05/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Continental Battery Company		
Street Address:	4919 Woodall Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5305683	BARRACUDA	
Registration Number:	3365860	BARRACUDA	
Registration Number:	4978695		
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	COHEN & GRIGSBY, P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	29093.0012		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		
DATE SIGNED:	12/05/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”) is made by BATTERY DISTRIBUTORS SOUTHEAST, INC., a Florida corporation, having a principal address of 250 N. Lane Avenue, Jacksonville, Florida 32254 (“**Assignor**”) and CONTINENTAL BATTERY COMPANY, a Texas corporation, having a principal address of 4919 Woodall Street, Dallas, Texas 75247 (“**Assignee**”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the Assigned IP (as defined below); and

WHEREAS, Assignee wishes to obtain all of Assignor’s right, title and interest in and to the Assigned IP (as defined below);

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 IP**”):

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof, and all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of Assignor’s goods and services, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any

applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee.

3. Further Actions. Assignor shall, at Assignee's expense, take such reasonable steps and actions, and provide such reasonable 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 necessary or desirable to effect, evidence or perfect the assignment and transfer of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Miscellaneous.

(a) This Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(b) This Trademark Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(c) This Trademark Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Trademark Assignment or, in the case of waiver, by the party or parties waiving compliance.

(d) This Trademark Assignment may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. 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.

[Signature Page Follows]

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

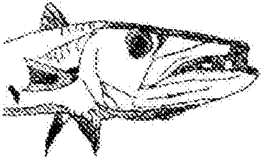

BATTERY DISTRIBUTORS SOUTHEAST, INC.

Date: December 5, 2018

By: Melinda H. Kramer
Melinda H. Kramer, its President

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date
BARRACUDA	United States	5305683	October 10, 2017
BARRACUDA 	United States	3365860	January 8, 2008
	United States	4978695	June 14, 2016

STATE TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Reg. No.	Filing Date
YOCAM	Florida	FL T06067	October 29, 1986