

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelley Beekeeping Company		11/14/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Mann Lake, Ltd.		
Street Address:	501 S. First Street		
City:	Hackensack		
State/Country:	MINNESOTA		
Postal Code:	56452		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3434617	K	
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:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	94302.00004		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	01/01/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made and entered into as of November 14, 2018 by and between Mann Lake, Ltd., a Minnesota corporation having a place of business at 501 S. First Street, Hackensack, MN 56452 ("**Assignee**") and Kelley Beekeeping Company, a Minnesota corporation having a place of business at 5481 St. Croix Trail, Suite 200, North Branch, MN 55056 ("**Assignor**").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, by and among Assignor, Frandsen Corporation, a Minnesota corporation, Miller Manufacturing Company, a Minnesota corporation and Assignee (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor the Assets (as defined in the Purchase Agreement), including, without limitation, the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of \$1, the mutual covenants and agreements set forth below, the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademark set forth on Schedule A (the "Mark"), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **NO ROYALTY OBLIGATIONS.** Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to the Mark.

4. **RIGHTS AND ROYALTY.** All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to the Mark as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. **RECORDATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

6. **GENERAL.**

6.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

6.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

6.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

6.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Minnesota, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

6.5 Counterparts. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

Kelley Beekeeping Company, a Minnesota corporation

By: 

Name: Dan Ferrise

Title: CEO

"Assignee"

Mann Lake, Ltd., a Minnesota corporation

By:

Name: Stuart Volby

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

Kelley Beekeeping Company, a Minnesota corporation

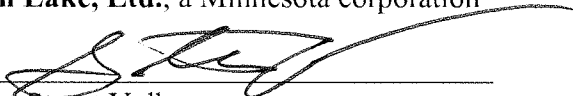
By: _____

Name:

Title:

“Assignee”

Mann Lake, Ltd., a Minnesota corporation

By:  _____

Name: Stuart Volby

Title: Chief Executive Officer

SCHEDULE A

MARK

U.S. Registration Number	Mark
3434617	