

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WB Dry Cleaning, Ltd.		12/20/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Bibbentuckers, LLC		
Street Address:	4245 North Central, Suite 510		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75205		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3585476	WESTBANK DRY CLEANING	
Registration Number:	3574833	AUTHENTICALLY AUSTIN, ABSOLUTELY CLEAN	
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:	(512) 703-1400		
Email:	kcronin@croninpllc.com, hsimpson@croninpllc.com		
Correspondent Name:	Kirby Cronin		
Address Line 1:	P.O. Box 164225		
Address Line 2:	CRONIN PLLC		
Address Line 4:	Austin, TEXAS 78716		
ATTORNEY DOCKET NUMBER:	5120-00100		
NAME OF SUBMITTER:	Kirby Cronin		
SIGNATURE:	/kirbycronin/		
DATE SIGNED:	02/28/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of the 20th day of December, 2017, by and between WB Dry Cleaning, Ltd., a Texas limited partnership ("Assignor"), and Bibbentuckers, LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 12, 2017, by and among Assignor, Assignee, and the other parties thereto. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement; and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's right, title and interest in and to certain intellectual property of Assignor, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks set forth on Schedule I attached hereto, whether registered or unregistered, and all applications, registrations, extensions and renewals thereof;

(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 and Further Assurances. 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. Following the date hereof, Assignor shall take such steps and actions, and provide such 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 to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment 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 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.

5. Successors and Assigns. This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

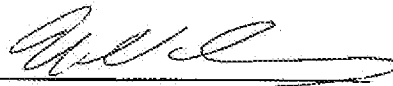
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Texas, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

Signature page follows.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the effective date.

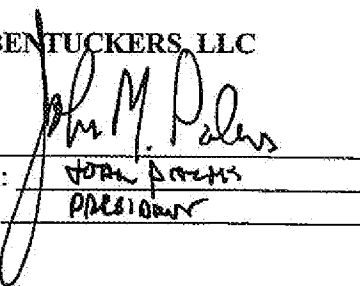
ASSIGNOR:

WB DRY CLEANING, LTD.

By: 
Name: William Charnes
Title: President

ASSIGNEE:

BIBBENTUCKERS, LLC

By: 
Name: John Adams
Title: President

SCHEDULE I

Mark	Country	Registration No. Registration Date	Status
AUTHENTICALLY AUSTIN, ABSOLUTELY CLEAN	US	3574833 February 17, 2009	Registered
WESTBANK DRY CLEANING	US	3585476 March 10, 2009	Registered

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