

900488834 03/08/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513451

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/29/2018
RESUBMIT DOCUMENT ID:	900454608

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buff City Soap, LLC		06/05/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Buff City Soap Holdings, LLC
Street Address:	3080 Stage Post Drive
Internal Address:	Suite No. 104
City:	Bartlett
State/Country:	TENNESSEE
Postal Code:	38133
Entity Type:	Limited Liability Company; DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5399187	BUFF CITY SOAP
Serial Number:	87915792	BUFF CITY SOAP
Serial Number:	87915782	SOAP MAKERY
Serial Number:	87915750	GOOD MORNING SUNSHINE
Serial Number:	87915691	WASH THAT ASH
Serial Number:	87915817	FEROCIOUS BEAST
Serial Number:	87915812	NARCISSIST
Serial Number:	87915779	GET FRESH WITH YOUR SOAP
Serial Number:	87915775	FROM FARM TO TUB

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 901-577-8132
Email: jbaldrige@bakerdonelson.com
Correspondent Name: Julie R. Baldrige
Address Line 1: 165 Madison Avenue

Address Line 2: Suite 2000
Address Line 4: Memphis, TENNESSEE 38103

NAME OF SUBMITTER: Julie R. Baldrige

SIGNATURE: /Julie R. Baldrige/

DATE SIGNED: 03/08/2019

Total Attachments: 7

source=Trademark_Assignment#page1.tif
source=Trademark_Assignment#page2.tif
source=Trademark_Assignment#page3.tif
source=Trademark_Assignment#page4.tif
source=Trademark_Assignment#page5.tif
source=Trademark_Assignment#page6.tif
source=Trademark_Assignment#page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of the 29th day of May, 2018 (the “Effective Date”), by and between **Buff City Soap LLC**, a Tennessee limited liability company (“Assignor”), and **Buff City Soap Holdings LLC**, a Delaware limited liability company (“Assignee”).

RECITALS:

WHEREAS, Assignor is the owner of common law and federal rights in the individual trademarks, as set forth in Schedule A attached hereto, for use in association with various goods and services and as reflected in U.S. trademark registrations and/or applications for each trademark listed in Schedule A (the “Trademarks”);

WHEREAS, Assignee is desirous of acquiring the Trademarks and the registrations and/or applications therefor; and

WHEREAS, Assignor desires to assign to the Assignee its rights in the Trademarks and the registrations and/or applications therefor.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Assignment, the parties hereto agree as follows:

1. Assignment of Trademarks. In exchange for the promises and the mutual covenants set forth in this Assignment, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by each Trademark, any registrations and/or applications owned by Assignor therefor, the right to sue for all acts of past, present, and future infringement, and the right to recover all past, present, and future remedies related thereto. In furtherance of this Assignment, Assignor will execute the assignment form attached as Exhibit A hereto, which Assignee will record with the U.S. Trademark Office.

2. License. As part of the consideration for this Assignment, Assignee shall license the Trademarks back to Assignor under terms and conditions to be specified in a separate license agreement.

3. Controlling Law. This Assignment and any disputes, claims, or controversies arising from, related to, or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law principles or rules, and any applicable federal law (including, but not limited to, the Lanham Act).

4. Further Documentation. Each party agrees to execute such other and further documents and instruments as may be reasonably necessary to implement the provisions of this Assignment.

5. Drafting of the Assignment. The parties agree that this Assignment shall be

considered jointly drafted by the parties and will not be construed against any particular party as drafter.

6. Entire Agreement. With the exception of a license agreement to be entered into between the parties, this Assignment (together with any annexes, exhibits, or schedules hereto) contains the entire agreement and understanding between the parties with respect to the transfer of the Trademarks and supersedes all prior agreements and understandings (both oral and written) between the parties. No party shall be liable or bound to any other party or parties in any manner by any prior representations, warranties, covenants, or agreements relating to such subject matter.

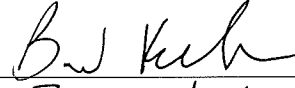
7. Severability. The provisions of this Assignment are severable. If any provision hereof should be void, voidable, or unenforceable under any applicable law, such void, voidable, or unenforceable provision shall not affect or invalidate any other provision of this Assignment, and this Assignment shall continue to govern the relative rights and duties of the parties as though the void, voidable, or unenforceable provision were not a part hereof. The parties agree that all of the terms and conditions hereof shall be enforced to the fullest extent permitted by applicable law.

8. Counterparts. This Assignment may be executed and delivered in one or more counterparts, and by the different parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

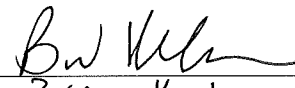
ASSIGNOR:

BUFF CITY SOAP LLC

By: 
Name: BRAD Kellum
Title: MANAGING MEMBER
Date: 6-5-18

ASSIGNEE:

BUFF CITY SOAP HOLDINGS LLC

By: 
Name: BRAD Kellum
Title: CEO
Date: 6-5-18

Schedule A

U.S. Trademark and Service Mark Registrations and/or Applications

Mark	Issuance Date	Registration No.	Application No.	Goods and Services
BUFF CITY SOAP	February 13, 2018	5399187	87/259,981	IC 003; IC 021
BUFF CITY SOAP (STYLIZED) 	May 10, 2018		87/915,792	IC 003
SOAP MAKERY	May 10, 2018		87/915,782	IC 035
GOOD MORNING SUNSHINE	May 10, 2018		87/915,750	IC 003
FEROCIOUS BEAST	May 10, 2018		87/915,817	IC 003
WASH THAT ASH	May 10, 2018		87/915,691	IC 003
NARCISSIST	May 10, 2018		87/915,812	IC 003
BUFF NAKED				
GET FRESH WITH YOUR SOAP	May 10, 2018		87/915,779	IC 035
FROM FARM TO TUB	May 10, 2018		87/915,775	IC 035


Mark	Issuance Date	Registration No.	Application No.	Goods and Services
BCS (Stylized) 	May 10, 2018		87/915,485	IC 035

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of the 29th day of May, 2018 (the "Effective Date"), by and between **Buff City Soap LLC**, a Tennessee limited liability company ("Assignor"), and **Buff City Soap Holdings LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, the owner of all right, title, and interest in and to the trademark applications and/or registrations listed in **Schedule A** hereto (the "Trademarks"), desires to assign the Trademarks to Assignee pursuant to the terms of this Assignment.

WHEREAS, Assignee is desirous of acquiring the Trademarks and the applications and registrations therefor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and any registrations and/or applications therefor.

ASSIGNOR:

BUFF CITY SOAP LLC

By: Brad Kellum
Name: BRAD Kellum
Title: MANAGING MEMBER
Date: 6-5-18

ASSIGNEE:


BUFF CITY SOAP HOLDINGS LLC

By: Brad Kellum
Name: BRAD Kellum
Title: CEO
Date: 6-5-18

Schedule A

U.S. Trademark and Service Mark Registrations and/or Applications

Mark	Issuance Date	Registration No.	Application No.	Goods and Services
BUFF CITY SOAP	February 13, 2018	5399187	87/259,981	IC 003; IC 021
BUFF CITY SOAP (STYLIZED) 	May 10, 2018		87/915,792	IC 003
SOAP MAKERY	May 10, 2018		87/915,782	IC 035
GOOD MORNING SUNSHINE	May 10, 2018		87/915,750	IC 003
FEROCIOUS BEAST	May 10, 2018		87/915,817	IC 003
WASH THAT ASH	May 10, 2018		87/915,691	IC 003
NARCISSIST	May 10, 2018		87/915,812	IC 003
BUFF NAKED				
GET FRESH WITH YOUR SOAP	May 10, 2018		87/915,779	IC 035
FROM FARM TO TUB	May 10, 2018		87/915,775	IC 035

Mark	Issuance Date	Registration No.	Application No.	Goods and Services
BCS (Stylized) 	May 10, 2018		87/915,485	IC 035