

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Laboratories, Inc.		04/10/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ampro Industries, Inc.		
Street Address:	6240 Poplar Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1754749	CURL ACTIVATOR GEL WITH ALOE VERA	
Registration Number:	1541146	K	
Registration Number:	0790109	K7	
Registration Number:	3781847	K7 ESSENTIALS	
Registration Number:	1537140	LA LONG AID	
Registration Number:	0740336	LONG AID	
Registration Number:	1291683	LONG AID	
Registration Number:	5347494	SHRINK AWAY	
Registration Number:	5492901	TANGLE & TWIST RESCUE	
Registration Number:	5414839	TEA TREE DETOX	
Registration Number:	1099151	ULTRA GLOW	
Registration Number:	2334699	ULTRA GLOW	
Registration Number:	1973583	ULTRA GLOW	
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<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:	5025895235		
Email:	mwilliams@wyattfirm.com		

OP \$340.00 1754749

Correspondent Name: MATTHEW A. WILLIAMS
Address Line 1: 500 West Jefferson Street
Address Line 2: Suite 2800
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER: Matthew A. Williams

SIGNATURE: /Matthew A. Williams/

DATE SIGNED: 04/16/2019

Total Attachments: 3

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Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS made as of the 10th day of April, 2019, by Keystone Laboratories, Inc., a Tennessee corporation ("Assignor"), to Ampro Industries, Inc., a Tennessee corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 16, 2019 by and between Assignor and Assignee (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the registered trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered trademarks, including without limitation the trademarks listed on Schedule A annexed hereto and incorporated herein by reference (the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any of the Marks, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

Keystone Laboratories, Inc.

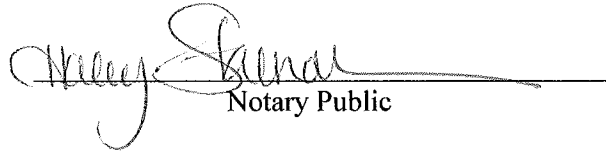
By: 

Melinda Menke, President

STATE OF TENNESSEE
COUNTY OF SHELBY

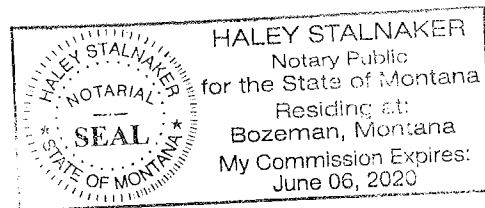
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Melinda Menke, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the President of Keystone Laboratories, Inc., the within named bargainer, a Tennessee corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

WITNESS my hand and Notarial Seal at office this 8 day of April, 2019.



Notary Public

My Commission Expires:

June 10 2020



SCHEDULE A

Mark Name	Registration or Serial Number	Registration or Filing Date	Country
CURL ACTIVATOR GEL With Aloe Vera & Swirl Design Within 	1754749	March 2, 1993	United States
K (IN RECTANGLE)	1541146	May 30, 1989	United States
K7	790109	May 25, 1965	United States
K7 ESSENTIALS	3781847	April 27, 2010	United States
LA LONG AID (AND DEVICE)	1537140	May 2, 1989	United States
LONG AID	740336	November 6, 1962	United States
LONG AID	1291683	August 28, 1984	United States
SHRINK AWAY	5347494	November 28, 2017	United States
TANGLE & TWIST RESCUE	5492901	June 12, 2018	United States
TEA TREE DETOX	5414839	February 27, 2018	United States
ULTRA GLOW	1099151	August 15, 1978	United States
ULTRA GLOW	2334699	March 28, 2000	United States
ULTRA GLOW	1973583	May 14, 1996	United States

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