

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B-Dry System, Inc.		05/17/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Super Bee Holdings, LLC		
Street Address:	4300 Papermill Drive		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37909		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88183949	BDRY	
Serial Number:	88183906	BDRY	
Registration Number:	4067608	B	
Registration Number:	4067607	B	
Registration Number:	3759977	B-DRY WATERPROOFING	
Registration Number:	3748497	SMARTER WAY	
Registration Number:	3624968	RIGID SEALER	
Registration Number:	3561004	THE SMART CALL	
Registration Number:	2900170	AQUAJETS	
Registration Number:	2242983	FREE FLO	
Registration Number:	1505188	B-DRY	
Registration Number:	1557276	B-DRY SYSTEM	
Registration Number:	1563374	THERMO-FLO	
Registration Number:	1560158	THERMO-FLO	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		

OP \$365.00 88183949

Email: dpoirier@beneschlaw.com
Correspondent Name: Duncan H. Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 48241-4

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 05/30/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is dated May 17, 2019, by and among B-Dry Holdings, LLC, B-Dry LLC, B-Dry System, Inc. (collectively, "Assignors") and Super Bee Holdings, LLC ("Assignee").

This Assignment is made pursuant to that certain Agreement and Bill of Sale (the "Agreement"), dated as of the date hereof by and among Assignors and Assignee, concerning the sale and purchase of the Purchased Assets. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, and pursuant to the terms of the Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Transferred Intellectual Property, in the United States and all countries throughout the world, including but not limited to the trademark registrations, patents, and applications therefor and domain name set forth on Schedule A hereto, together with any and all inventions described therein and all prior patent applications filed thereon and all non-provisional applications for patent that are converted from or claim priority to said applications, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said applications, and any and all patents in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations, other rights from administrative proceedings and extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, and all revisions thereof, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, any and all rights of recovery based on past and future infringement of the Transferred Intellectual Property and the goodwill symbolized by the trademarks and service marks included in the Transferred Intellectual Property, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever, other than Permitted Liens.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Transferred Intellectual Property. Assignee shall be responsible for all fees for recordation of this Assignment.

This Assignment shall be governed by the laws of Delaware applicable therein without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of Delaware.

[Remainder of page left blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Assignment Agreement to be executed this 17 day of May, 2019.

B-DRY HOLDINGS, LLC

By: [Signature]
Name: Peter Roushdy
Title: Vice President

B-DRY LLC

By: [Signature]
Name: Peter Roushdy
Title: Vice President

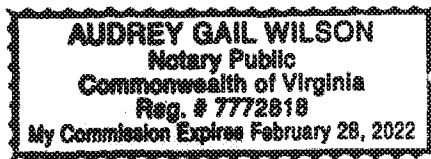
B-DRY SYSTEM, INC.

By: [Signature]
Name: Peter Roushdy
Title: Vice President

STATE OF Virginia)
) ss:
COUNTY OF Fairfax)

On this 17 day of May 2019, personally before me came Peter Roushdy, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.


(SEAL)



Audrey Wilson
Notary Public

[Signature Page 1 of 2 to B-Dry Intellectual Property Assignment Agreement]

SUPER BEE HOLDINGS, LLC






By: 
Name: Kevin S. Apperson II
Title: Chief Executive Officer

[Signature Page 2 of 2 to B-Dry Intellectual Property Assignment Agreement]

119740712v.1

TRADEMARK
REEL: 006659 FRAME: 0401

TRADEMARKS

Trademark	Serial No.	Filed	Reg. No.	Reg. Date	Status	Owner
	88183949	11/6/18			Pending	B-Dry System, Inc.
BDRY	88183906	11/6/18			Pending	B-Dry System, Inc.
	77662550	2/3/09	4067608	12/6/11	Registered	B-Dry System, Inc.
						
	77662437	2/3/09	4067607	12/6/11	Registered	B-Dry System, Inc.
						
	77654637	1/22/09	3759977	3/16/10	Registered	B-Dry System, Inc.
						
SMARTER WAY	77656987	1/26/09	3748497	2/16/10	Registered	B-Dry System, Inc.
RIGID SEALER	77650935	1/16/09	3624968	5/19/09	Registered	B-Dry System, Inc.
THE SMART CALL	77504511	6/20/08	3561004	1/13/09	Registered	B-Dry LLC
AQUAETS	76292851	7/31/01	2900170	11/2/04	Registered	B-Dry Systems, Inc.
FREE FLO	75014591	11/3/95	2242983	5/4/99	Registered	B-Dry System, Inc.
B-DRY	73710873	2/12/88	1505188	9/20/88	Registered	B-Dry System, Inc.
	73779050	2/6/89	1557276	9/19/89	Registered	B-Dry System, Inc.
						
THERMO-FLO	73751571	9/12/88	1563374	10/31/89	Registered	B-Dry System, Inc.
THERMO-FLO	73751150	9/21/88	1560158	10/10/89	Registered	B-Dry System, Inc.

PATENTS

<i>Patent Title</i>	<i>Serial No.</i>	<i>Filed</i>	<i>Patent No.</i>	<i>Issued</i>	<i>Status</i>	<i>Owner</i>
Self-flushing gutter pipe	09400720	9/21/99	6202700	3/20/01	Issued	B-Dry System, Inc.
Self-flushing pipe	09732795	12/8/00	6467995	10/22/02	Issued	B-Dry System, Inc.
Self-flushing gutter pipe	10274396	10/18/02	6739800	5/25/04	Issued	B-Dry System, Inc.
Drainage pipe	08783884	1/16/97	5765323	6/16/98	Expired	B-Dry System, Inc.

COPYRIGHTS

<i>Copyright Title</i>	<i>Reg. No.</i>	<i>Year</i>	<i>Owner</i>
Our name says it all.	VA00001269042	2004	B-Dry System, Inc.
ABC's of closing : listen, think, answer, and close / by Joseph Bevilacqua.	TXu000727842	1996	B-Dry System, Inc.
B-Dry System.	VAU000464868	2000	B-Dry System, Inc.
B-Dry System crawl space manual.	TXu000727845	1996	B-Dry System, Inc.
B-Dry System, Inc. sales presentation manual.	TXu000731179	1996	B-Dry System, Inc.
B-Dry System, Inc. website.	VA00001408365	2006	B-Dry System, Inc.
B-Dry System media kit.	TXu001013984	2001	B-Dry System, Inc.
B-Dry System operations field manual.	TXu000928445	2000	B-Dry System, Inc.
B-Dry System sales presentation outline.	TXu000727164	1996	B-Dry System, Inc.
B-Dry systems : the ABC's of closing : listen, think, answer & close.	TXu000759393	1996	B-Dry System, Inc.
B-Dry waterproofing basement/crawlspace : a history of innovation : consultants manual.	TXu000928446	2000	B-Dry System, Inc.
B-Dry waterproofing system, once and forever.	TX0005197507	2000	B-Dry System, Inc.
Free-flo inserts.	TXu000941655	2000	B-Dry System, Inc.
Imagine doorhanger : no. BD46.	VA0001297747	2004	B-Dry System, Inc.
Imagine folder : no. BD137.	VA0001290371	2004	B-Dry System, Inc.
Once & forever checklist (BDcheck04)	VA0001289341	2004	B-Dry System, Inc.
[Realtor flyer two]	TXu000941823	2000	B-Dry System, Inc.
Sorry we missed you! Why B-dry?	VA0001380253	2006	B-Dry System, Inc.
Spread the word & we'll spread the wealth! : B-Dry/waterproofing.	TX0005204342	2000	B-Dry System, Inc.
Wet basement problems?	TX0005197506	1999	B-Dry System, Inc.
Wet basement problems? : now there is B-Dry waterproofing.	TXu000954855	2000	B-Dry System, Inc.
Wet basement problems? Now there is B-Dry waterproofing.	TX0004883462	1990	B-Dry System, Inc.
B-Dry System technical manual.	TXu000696445	1994	B-Dry Systems
B-Dry Systems.	VA0000454599	1986	B-Dry Systems, Inc.
[B-Dry Systems, Inc., warranty text]	TX0003045914	1986	B-Dry Systems, Inc.
When wa say dry, we mean dry ... forever!	TX0005001481	1996	B-Dry Systems, Inc.
From the ground down : waterproofing from the ground down	TX0000041109	1978	B-Dry Systems, Inc.

DOMAIN

Domain	Owner	Registrar	Expiration
bdry.com	B-Dry LLC	GoDaddy	4/18/23

TRADEMARK

REEL: 006659 FRAME: 0405

RECORDED: 05/30/2019