

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRENADE HOLDINGS, LLC		06/07/2019	Limited Liability Company: DELAWARE
GRENADE SUPPLY CO.		06/07/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Wingman Brothers, LLC		
Street Address:	550 Croton Road		
Internal Address:	Suite 307		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4974252	AFTERBURNER	
Registration Number:	4924141	ATOMIC	
Registration Number:	5433812	BATTLE READY	
Registration Number:	5004474	DEODORANT WITH A KICK	
Registration Number:	5027408	GRENADE	
Registration Number:	4657082	GRENADE	
Registration Number:	5041836	GRENADE	
Registration Number:	4984300	GRENADE SUPER DRY	
Registration Number:	4924060	HAIRFORCE	
Registration Number:	5266316	HAVOC	
Registration Number:	5110807	PATRIOT	
Registration Number:	5114883	RECON	
Serial Number:	86897520	ROGUE	
Registration Number:	5551719	SHOWER FUEL	
Serial Number:	87526563	SHOWER SHOT	
Registration Number:	5041835	SIEGE	
Registration Number:	5218971	SKIN FUEL	
TRADEMARK			

OP \$615.00 4974252

Property Type	Number	Word Mark
Registration Number:	3990490	WINGMAN
Registration Number:	4748148	WINGMAN
Registration Number:	5272411	
Registration Number:	4668814	
Registration Number:	5657337	
Registration Number:	5027472	
Registration Number:	4686058	

CORRESPONDENCE DATA

Fax Number: 2028428465

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: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Jennifer L. Dean

Address Line 1: Drinker Biddle & Reath LLP

Address Line 2: 1500 K Street, N.W., Suite 1100

Address Line 4: Washington, D.C. 20005-1209

ATTORNEY DOCKET NUMBER:	218901.588361
NAME OF SUBMITTER:	Jeremy T. Bui
SIGNATURE:	/jeremy t. bui/
DATE SIGNED:	06/19/2019

Total Attachments: 3

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**BILL OF SALE AND
TRANSFER STATEMENT**

This instrument is executed and delivered as of June 7, 2019, pursuant to Section 9-619 of the Uniform Commercial Code as codified in the Commonwealth of Pennsylvania (the "UCC") by Wingman Brothers, LLC ("Seller") in favor of Wingman Brothers, LLC ("Buyer").

WHEREAS, Grenade Holdings, LLC ("Holdings"), has defaulted in connection with an obligation secured by the personal property (the "Collateral") of the Company and its affiliate, Grenade Supply, Co. ("Supply", and together with Holdings, the "Company");

WHEREAS, Seller has exercised its post-default remedies with respect to the Collateral and conducted a public sale of a certain portion of the Collateral, pursuant to Section 9-610 of the UCC;

WHEREAS, at such sale, Buyer agreed to pay [REDACTED] to Seller for the Purchased Assets (as defined below) and Buyer has acquired the rights of the Company in the Purchased Assets; and

WHEREAS, the mailing address of (i) Seller is 550 Croton Road, Suite 307, King of Prussia, PA 19406, (ii) Company is 8605 Santa Monica Blvd., #72991, West Hollywood, CA 90069, and (iii) Buyer is 550 Croton Rd, Suite 307, King of Prussia, PA 19406

NOW, THEREFORE, for the consideration described above, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

1. Seller hereby irrevocably sells, transfers, assigns, conveys and sets over to Buyer, its successors and assigns, free of all encumbrances, all of personal property of the Company (the "**Purchased Assets**"), to have and to hold the same unto Buyer, its successors and assigns, to and for its and their own use and advantage forever.

2. Seller hereby constitutes and appoints Buyer, to the extent that it may lawfully do so, with full power of substitution for Seller, and in its name, place and stead, but on behalf and for the benefit of Buyer, to demand and enforce payment and performance of any and all obligations, claims and demands of every conceivable kind included among the Purchased Assets; to demand, receive and enjoy the Purchased Assets; to give receipts and releases in respect to the same; to institute, prosecute, defend and compromise any and all proceedings at law, in equity, or otherwise, which Buyer may deem desirable in order to collect, assert, enforce, defend or enjoy the benefit of any claim, demand, right, title or interest of every conceivable kind with respect to the Purchased Assets; and to do any and all such acts and things in connection therewith as Buyer shall deem desirable; provided, however, that Buyer shall not be able to release the Company from any obligations the Company owes or shall owe the Seller or Seller's assignee. Seller hereby declares that the appointment of Buyer so made, and any and all powers so granted to it, are coupled with an interest, shall be irrevocable by Seller, and shall survive its dissolution or liquidation.

3. (A) THE SELLER HEREBY REPRESENTS AND WARRANTS THAT THE STATEMENTS SET FORTH IN THE RECITALS HERETO ARE TRUE AND CORRECT IN ALL MATERIAL RESPECTS; AND (B) THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES THAT ALL OR A PORTION OF THE PURCHASED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC) OR FIT FOR A PARTICULAR PURPOSE, OR AS TO THE CONDITION OR EXISTENCE OF THE PURCHASED ASSETS, AND THE PURCHASE AND TRANSFER OF THE PURCHASED ASSETS BY THE BUYER IS MADE "AS IS" AND "WHERE IS".

4. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any person other than Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

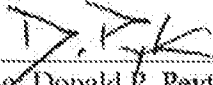
5. This instrument is binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

6. Subject to the terms and conditions of this instrument, Seller shall, at any time and from time to time, at the request of Buyer, execute and deliver to Buyer all other and further instruments as are reasonably necessary to vest in Buyer full right, title and interest in or to the Purchased Assets as contemplated by this instrument.

[remainder of page intentionally left blank; signature to follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale and Transfer Statement as of the date first above written.

Wingman Brothers, LLC

By:  _____

Name: Donald P. Peyton

Title: Chief Investment Officer of Larson
Ventures Management, LLC, sole member
of Wingman Brothers, LLC