

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bobé Water & Fire, LLC		09/17/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	CUSTOM MOLDED PRODUCTS, LLC		
Street Address:	36 HERRING ROAD		
City:	NEWNAN		
State/Country:	GEORGIA		
Postal Code:	30265		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86555746	PERFECT FLAME	
Serial Number:	86379005	BOBÉ	
CORRESPONDENCE DATA			
Fax Number:	7708040900		
<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:	7707090023		
Email:	LCOLTON@SRTSLAW.COM		
Correspondent Name:	SMITH TEMPEL BLAHA LLC		
Address Line 1:	50 Glenlake Parkway, Suite 340		
Address Line 4:	Atlanta, GEORGIA 30328		
NAME OF SUBMITTER:	Laurence P. Colton		
SIGNATURE:	/lpcolton/		
DATE SIGNED:	09/26/2019		
Total Attachments: 7			
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “*Agreement*”), dated as of the 17th day of September, 2018 is made and entered into by and among Custom Molded Products, LLC, a Delaware limited liability company (“*Purchaser*”), Space Cowboys, LLC, a Delaware limited liability company (“*Seller*”), Julie Crone, an individual (“*Crone*”) and Kris Kesler, an individual (“*Kesler*” and together with Crone, the “*Beneficial Owners*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in Exhibit A attached hereto.

WITNESSETH:

WHEREAS, prior to the Reorganization, the Beneficial Owners collectively owned all of the issued and outstanding limited liability company membership interests of Bobe' Water & Fire, LLC, an Arizona limited liability company (the “*Company*”), then classified as an S corporation under Section 1361 of the Code;

WHEREAS, pursuant to a plan of reorganization undertaken by the Company intended to qualify as a tax-free reorganization under Section 368(a)(1)(F) of the Code, the Beneficial Owners contributed 100% of the issued and outstanding limited liability company membership interests of the Company to Seller, a newly formed corporation classified as an S corporation under Section 1361 of the Code, in exchange for all of the issued and outstanding shares of capital stock of Seller, and Seller timely and validly elected to treat the Company as a qualified subchapter S subsidiary (within the meaning of Section 1361 of the Code) effective immediately following such contribution (the “*F Reorg*”);

WHEREAS, following the F Reorg, the Company filed an IRS Form 8832, electing to be classified as a disregarded entity of Seller for federal tax purposes (the “*Form 8832 Election*”);

WHEREAS, following the Reorganization, Seller is the owner of all of the issued and outstanding limited liability company membership interests (the “*Interests*”) of the Company;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, a portion of the Interests in the amount set forth on Exhibit B (the “*Purchased Equity Interests*”), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Seller remains the owner of the Interests as reduced by the Purchased Equity Interests (the “*Contributed Equity Interests*”);

WHEREAS, pursuant to the Contribution Agreement, Seller will contribute the Contributed Equity Interests to CMP Investors, LLC, a Delaware limited liability company (“*CMP Investors*”), in exchange for the Rollover Units one day immediately following the date hereof;

WHEREAS, the Beneficial Owners collectively are the owners of all of the issued and outstanding limited liability company membership interests of Seller in accordance with the Percentage Interests, as set forth on Exhibit B attached hereto, and, as such, will receive substantial economic benefit as a result of the transactions contemplated hereby; and

WHEREAS, to induce Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, each of the Beneficial Owners agrees to be bound by the Restrictive Covenants set forth in the Restrictive Covenant Agreements and the other terms and conditions applicable to such Beneficial Owner contained herein.

there are no other amendments, agreements or understandings relating to the Real Property Leases. All rent, additional rent and other charges due under the Real Property Leases were paid in full through the end of the month applicable to the Closing Date (i.e., if the Closing Date is September 1, 2018, then through September 30, 2018). There are no material defaults on the part of the Company or, to the Knowledge of the Company, the landlord under the Real Property Leases. The Company has performed all of the obligations on its part to be performed under the Real Property Leases. There are no claims by any landlord against the Company under the Real Property Leases. There are no rent concessions, abatements, or contributions owed to the Company under any Real Property Leases. There are no pending or, to the Knowledge of the Company, threatened condemnation proceedings with respect to any material portion of the Leased Real Property. There are no actual or, to the Knowledge of the Company, threatened or imminent changes in the present zoning of any Leased Real Property or any part thereof or any restrictions, limitations or regulations issued, or proposed or under consideration by any Governmental Entity having or asserting jurisdiction over the Leased Real Property.

Section 4.09. Intellectual Property; Privacy.

(a) Schedule 4.09(a) sets forth a list of all patents and patent applications; registered and unregistered trademarks, service marks, trade names; domain names; registered and unregistered copyrights; software (other than commercial-off-the-shelf software licensed on a “click-through” or similar basis for the internal use of the Company); and technology and processes owned by or licensed to the Company pursuant to any Contract and used by the Company in the operation of the Business as presently conducted. The Company owns, free and clear of Encumbrances, or has the right to use pursuant to valid and effective Contracts, all such intellectual property, and all software licenses, third-party product certifications, trade secrets, technical knowledge, know-how and other confidential proprietary information used to conduct the Business (collectively referred to as “*Intellectual Property*”). The Intellectual Property constitutes all intellectual property rights necessary for the continued conduct of the business of the Company in substantially the same manner as conducted before the date of this Agreement. For each item of Intellectual Property licensed from third parties, Schedule 4.09(a) lists the Contract under which the Company has acquired rights in Intellectual Property (each, an “*Intellectual Property License*”), including the date, title and parties for each Intellectual Property License. Each Intellectual Property License is valid and binding on the Company and the applicable licensor in accordance with its terms and is in full force and effect. Neither the Company nor, to the Company’s Knowledge, any other party thereto, is in breach of or default under, or has provided or received any notice of breach or default of or any intention to terminate, any Intellectual Property License. No claims are pending or threatened, and the Company has received no communication alleging that the Company violated any rights relating to Intellectual Property of any third party. No third party, to the Knowledge of the Company, is misappropriating, infringing, diluting, or violating any Company rights in Intellectual Property. Neither the Company, nor any Company Product, nor the marketing, distribution, sale or use of any Company Product for its intended purpose infringes, violates, dilutes or misappropriates any intellectual property rights of another Person.

(b) All Persons who have had access to Confidential Information of the Company are under obligations restricting such Person’s right to disclose Confidential Information to third parties. Except as set forth on Schedule 4.09(b), all Persons who have contributed to or participated in the conception and development of Intellectual Property owned by the Company either (i) have been party to a written “work-for-hire” or similar Contract with the Company that, in accordance with all Laws, has afforded the Company full, effective, exclusive and original ownership of all tangible and intangible original work product developed within the scope of their service or employment for the Company (“*Work Product*”) and all right, title and interest, including intellectual property rights, in the Work Product or (ii) have executed appropriate instruments of assignment in favor of the Company conveying full, effective and exclusive ownership of all Work Product.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

PURCHASER

CUSTOM MOLDED PRODUCTS, LLC

Bill Drury

By: _____

Name: William Drury

Title: Chief Executive Officer

SELLER

SPACE COWBOYS, LLC

By: _____

Name:

Title:

BENEFICIAL OWNERS

Kris Kesler

Julie Crone

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

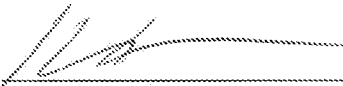
PURCHASER

CUSTOM MOLDED PRODUCTS, LLC

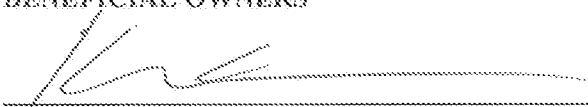
By: _____
Name: William Drury
Title: Chief Executive Officer

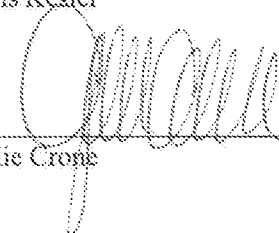
SELLER

SPACE COWBOYS, LLC

By:  _____
Name: Kris Kesler
Title: Manager

BENEFICIAL OWNERS

 _____
Kris Kesler

 _____
Julie Cronk

[Signature Page to Membership Interest Purchase Agreement]

DISCLOSURE SCHEDULES

to the

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

CUSTOM MOLDED PRODUCTS, LLC

(“Purchaser”),

AND

SPACE COWBOYS, LLC

(“Seller”)

AND

JULIE CRONE

and

KRIS KESLER

(collectively the “Beneficial Owners”)

Dated as of September 17, 2018

SELLER DISCLOSURE SCHEDULES

These Seller Disclosure Schedules (these “Schedules”) are being delivered pursuant to the Membership Interest Purchase Agreement, dated as of September 17, 2018 (the “Agreement”), by and among Custom Molded Products, LLC, a Delaware limited liability company (“Purchaser”), Space Cowboys, LLC, an Arizona limited liability company (“Seller”), Julie Crone, an individual (“Crone”) and Kris Kesler, an individual (“Kesler”) and together with Crone, the “Beneficial Owners”). Subject to the terms of the Agreement, the Purchaser desires to purchase from Seller certain limited liability company membership interests in Bobe Water & Fire, LLC, an Arizona limited liability company (the “Company”).

Unless otherwise defined herein or the context otherwise requires, all capitalized terms used in these Schedules shall have the respective meanings assigned in the Agreement.

The numbered and lettered sections and subsections herein refer to the corresponding numbered and lettered sections and subsections of the Agreement. The headings contained in these Schedules are included for convenience only and are not intended to broaden or limit the effect of the disclosures contained in these Schedules or to expand or limit the scope of the information required to be disclosed in these Schedules.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected herein. Those additional matters are set forth for informational purposes only, and the Seller makes no representation or warranty that other matters of a similar nature or import are disclosed herein.

The Seller may, at its option, include in these Schedules items that are not material, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material (unless expressly called for by the applicable representation or warranty in the Agreement), to establish any standard of materiality or to define further the meaning of those terms for purposes of the Agreement. Information disclosed in any section of these Schedules shall constitute a disclosure with respect to any representation and warranty of the Agreement to the extent the relevance to other representations and warranties is reasonably apparent from the text of the disclosure. The information contained in the Agreement, the Exhibits thereto and these Schedules is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever (including any violation of any Law or breach of contract).

SCHEDULE 4.09(a)

INTELLECTUAL PROPERTY

Patents.

None.

Trademarks.

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Class</u>	<u>Current Recorded Owner</u>
US	PERFECT FLAME	86/555746	03/06/2015	-	-	Allowed 09/26/201 81st EOT filed 03/28/201 8 – next due date to submit Statement of Use or EOT = 9/26/2018	11	Bobè Water & Fire, LLC
US	BOBÉ	86/379005	08/27/2014	5003956	07/19/201 6	Registered	6, 11, 13	Bobè Water & Fire, LLC

Copyrights.

None.

Domain Names.

<u>Domain Name</u>	<u>Registrant</u>	<u>Expiration</u>
bobewaterandfire.com	Private	04/05/2019