

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBSCO Industries, Inc.		10/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Imagen Brands, LLC		
Street Address:	5724 Highway 280 East		
Internal Address:	Legal Services		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1435560	ADMANCO	
Registration Number:	2621732	ANDREW PHILIPS	
Registration Number:	3375874	CROWN	
Registration Number:	4899395	IMAGEN	
Registration Number:	4775003	PAWS N CLAWS	
CORRESPONDENCE DATA			
Fax Number:	2059814046		
<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:	205-408-4895		
Email:	wdimon@ebSCO.com		
Correspondent Name:	Wanda Dimon		
Address Line 1:	5724 Highway 280 East		
Address Line 2:	Legal Services		
Address Line 4:	Birmingham, ALABAMA 35242		
NAME OF SUBMITTER:	Tyler Novak		
SIGNATURE:	/tn/		
DATE SIGNED:	10/16/2019		

OP \$140.00 1435560

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of October 7, 2019 (the "Effective Date"), is entered into by and between EBSCO Industries, Inc., a Delaware corporation ("Assignor") and Imagen Brands, LLC, an Alabama limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the present owner the trademark registrations and trademark applications listed on Schedule A hereto ("Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW, THEREFORE:

1. Assignment. Assignor does hereby irrevocably assign, convey, and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of the Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.

2. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. Further Assurances. Each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

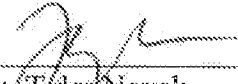
4. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the laws of Delaware, without regard to conflict-of-law principles thereof.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNOR:

EBSCO INDUSTRIES, INC.

By: 
Name: Tyler Novak
Title: Vice President

Schedule A

TRADEMARK	Application #	Registration #	Filing Date	Issue Date
ADMANCO	73600425	1435560	5/23/1986	4/7/1987
ANDREW PHILIPS	75686123	2621732	4/19/1999	9/17/2002
CROWN	77239460	3375874	7/26/2007	1/29/2008
IMAGEN	86476503	4899395	12/10/2014	2/9/2016
PAWS N CLAWS	85944984	4775003	5/29/2013	7/21/2015