

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super Bee Holdings, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BD Brands LLC		
Street Address:	1779 Kirby Pkwy		
Internal Address:	#18990		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38138		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5792844	BDRY	
Registration Number:	5792843	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:	2900170	AQUAJETS	
Registration Number:	2242983	FREE FLO	
Registration Number:	1505188	B-DRY	
Registration Number:	1557276	B-DRY SYSTEM	
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		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		

OP \$290.00 5792844

TRADEMARK

Address Line 1: 200 Public Square
Address Line 2: Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	49654-22
NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	04/08/2021

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 1, 2021, is made by Super Bee Holdings, LLC, a Delaware limited liability company (“**Super Bee**”), in favor of BD Brands LLC, a Tennessee limited liability company (“**BD Brands**”), the purchaser of certain assets of Super Bee pursuant to that certain Agreement for Purchase and Sale of Assets, dated as of the date hereof (the “**Purchase Agreement**”). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Super Bee has conveyed, transferred, and assigned to BD Brands, among other assets, certain intellectual property of Super Bee, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Super Bee hereby assigns, transfers and conveys to BD Brands, and BD Brands hereby accepts, all of Super Bee's right, title, and interest in and to, the Assignor's entire and undivided right, title, and interest, whether now existing or hereafter acquired, in and to the Acquired Intellectual Property, including, without limitation, (i) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, (ii) the trademark registrations and applications set forth on Exhibit A hereto (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks and (iii) the domain name registration set forth on Exhibit A hereto along with any and all registrations and applications for such Acquired Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or in the future, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Acquired Intellectual Property, including infringement of the Acquired Intellectual Property, or other violations, and the right to sue, either at law or in equity, and recover the same in Super Bee's name (the “**Assigned IP**”)

2. Recordation and Further Actions. Super Bee hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by BD Brands. Following the date hereof, upon the reasonable request of BD Brands, Super Bee shall take such steps and actions, and provide such cooperation and assistance to BD Brands and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to BD Brands, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Super Bee and BD Brands with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

SUPER BEE HOLDINGS, LLC

By: 
Name: Kevin J Coppersmith
Title: CEO

AGREED TO AND ACCEPTED:

BD BRANDS LLC

By: Laura Taylor
Name: Laura Taylor
Title: member

EXHIBIT A

Assigned Intellectual Property

Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Date Filed</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
B-DRY (Stylized)	USA	Registered	Nov 6, 2018	88/183,949	Jul 2, 2019	5792844
BDRY	USA	Registered	Nov 6, 2018	88/183,906	Jul 2, 2019	5792843
Super Bee Logo	USA	Registered	Feb 3, 2009	77/662,550	Dec 6, 2011	4067608
Super Bee Logo	USA	Registered	Feb 3, 2009	77/662,437	Dec 6, 2011	4067607
B-DRY WATERPROOFING (Stylized)	USA	Registered	Jan 22, 2009	77/654,637	Mar 16, 2010	3759977
SMARTER WAY	USA	Registered	Jan 26, 2009	77/656,987	Feb 16, 2010	3748497
RIGID SEALER	USA	Registered	Jan 16, 2009	77/650,935	May 19, 2009	3624968
AQUAJETS	USA	Registered	Jul 31, 2001	76/292,851	Nov 2, 2004	2900170
FREE FLO	USA	Registered	Nov 3, 1995	75/014,591	May 4, 1999	2242983
B-DRY	USA	Registered	Feb 12, 1988	73/710,873	Sep 20, 1988	1505188
B-DRY SYSTEM & Super Bee logo	USA	Registered	Feb 6, 1989	73/779,050	Sep 19, 1989	1557276

Patents:

<u>Patents</u>	<u>Issue Date/Patent No.</u>
Basement Wall Structure to Prevent Water Leakage	7/30/91; 5,035,095*
Triangular Shaped Pipe For Use in Crawl Spaces (A-Flow)	8/26/97; 5,660,008*
Drainage Pipe (Free-Flo)	6/16/98; 5,765,323*
Self-Flushing Pipe	3/20/01; 6,202,700*
Self-Flushing Pipe	10/22/02; 6,467,995*
Self-Flushing Pipe	5/25/04; 6,739,800*

*Expired Patent

Domain Names:

www.bdry.com
BdryCentralVA.com
BdryMetroDC.com
BdryPhiladelphia.com
BdryNC.com
BdryUpstateSC.com
BdryEastTN.com
BdryAtlanta.com
BdryBaltimore.com

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RECORDED: 04/08/2021

**TRADEMARK
REEL: 007249 FRAME: 0759**