

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire King International, LLC		12/18/2019	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	FK III, LLC		
Street Address:	300 N LA SALLE DR		
Internal Address:	STE 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5463214	BECAUSE IN RETAIL, IT'S ALWAYS CASH O'CL	
CORRESPONDENCE DATA			
Fax Number:	5025890309		
<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:	5025627355		
Email:	lminton@wyattfirm.com		
Correspondent Name:	Stephen C. Hall		
Address Line 1:	Wyatt, Tarrant & Combs, LLP		
Address Line 2:	400 West Market Street, SUITE 2000		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Matthew A. Williams, Kentucky Bar Member		
SIGNATURE:	/Matthew A. Williams/		
DATE SIGNED:	08/13/2021		
Total Attachments: 4			
source=Trademark Assignment (Fire King International LLC to FK III LLC)(because only)#page1.tif			
source=Trademark Assignment (Fire King International LLC to FK III LLC)(because only)#page2.tif			
source=Trademark Assignment (Fire King International LLC to FK III LLC)(because only)#page3.tif			

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**TRADEMARK ASSIGNMENT
FIRE KING INTERNATIONAL, LLC AND FK III, LLC**

This **TRADEMARK ASSIGNMENT** (this “*Agreement*”) is entered into as of this 18th day of December, 2019 (the “*Effective Date*”), by and between Fire King International, LLC, an Indiana limited liability company (“*Assignor*”) and FK III, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee, among others, are parties to the Reorganization Agreement entered into on even date herewith (the “*Reorganization Agreement*”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto and described below (the “*Marks*”); and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Reorganization Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to reasonably assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the intellectual property rights therein assigned to Assignee hereunder.

3. **GENERAL**

3.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of

any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

3.5 Entire Agreement. This Agreement, together with the Reorganization Agreement, constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

FK III, LLC

By: Michael Lynch

Name: Michael Lynch

Title: Chief Financial Officer and Assistant Secretary

“Assignor”

Fire King International, LLC

By: Michael Lynch

Name: Michael Lynch

Title: Chief Financial Officer and Assistant Secretary

SCHEDULE A

MARKS

Trademark	Registration No.	Registration Date
BECAUSE IN RETAIL, IT'S ALWAYS CASH O'CLOCK	5,463,214	05/08/2018