

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wauldron Corporation		11/24/2010	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wauldron, LLC		
Street Address:	1093 A1A Breach Blvd. #346		
City:	St. Augustine		
State/Country:	FLORIDA		
Postal Code:	32080		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3846645	BAD FROG BEER	
CORRESPONDENCE DATA			
Fax Number:	(248)647-5210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-647-6000		
Email:	ttomayko@patlaw.com		
Correspondent Name:	Douglas J. McEvoy, Gifford, Krass et al.		
Address Line 1:	PO Box 7021		
Address Line 4:	Troy, MICHIGAN 48007-7021		
ATTORNEY DOCKET NUMBER:	WCD-12319/01		
NAME OF SUBMITTER:	Douglas J. McEvoy		
Signature:	/Douglas J. McEvoy/		
Date:	11/24/2010		

OP \$40.00 3846645

Total Attachments: 4

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ASSIGNMENT

WHEREAS, The Wauldron Corporation, a Michigan corporation organized under and pursuant to the laws of Michigan having its principal place of business at 2644 M-33 North, Rose City, Michigan 48654 (hereinafter referred to as Assignor), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, Wauldron, LLC, a Florida limited liability company organized under and pursuant to the laws of Florida having its principal place of business at 1093 A1A Breach Blvd #346, St. Augustine, Florida 32080 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

SCHEDULE A


REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

MARK: BAD FROG BEER & Design

Registration Number	Date Registered	Serial Number	Filing Date	Ctry
3,846,645	Sep 7, 2010	78/839,197	Mar 16, 2006	US

THE WAULDRON CORPORATION

11/24/10
Date


James T. Wauldron, President

Witness:

11/24/10
Date

