

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of an undivided part of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		01/28/2013	Banking corporation: OHIO

RECEIVING PARTY DATA

Name:	BBH Investment LLC
Street Address:	One North Franklin Street
Internal Address:	Suite 310
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3388532	BRAXTON-BRAGG
Registration Number:	3388534	B BRAXTON-BRAGG
Registration Number:	3705004	BB BRAXTON-BRAGG BETTER! FASTER! CHEAPER!
Registration Number:	3191643	VIPER
Registration Number:	3210317	BLASTER
Registration Number:	3188935	VIPER ELITE
Registration Number:	3195888	HERCULES
Registration Number:	3186028	SLIPPERY ROCK GAZETTE

CORRESPONDENCE DATA

Fax Number: 3122585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com

CH \$215.00 3388532

Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	30299-0006
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	01/31/2013

Total Attachments: 5
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**ASSIGNMENT AND ASSUMPTION AGREEMENT – IP SECURITY INTEREST –
REVOLVING NOTE**

This Assignment and Assumption Agreement (this “Agreement”) is made and entered into as of January 28, 2013 (“Effective Date”), between **FIFTH THIRD BANK**, an Ohio banking corporation (“Assignor”), located at 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, and **BBH INVESTMENT LLC**, a Delaware limited liability company (“Assignee”), located at One North Franklin Street, Suite 310, Chicago, Illinois 60606.

Recitals:

A. Assignor and Braxton-Bragg LLC, a Delaware limited liability company (successor by merger to Braxton-Bragg Corporation, a Tennessee corporation), are parties to a certain Trademark Security Agreement dated as of February 3, 2011 (the “Trademark Security Agreement”) which has been recorded in the Trademark Office at Reel/Frame 4485/0630 against the trademarks listed in Schedule A (the “Trademarks”).

B. The Trademark Security Agreement grants a security interest in, among other collateral, the Trademarks as part of the transaction governed by certain Loan Documents as that term is defined in an Assignment and Assumption Agreement – Revolving Note between Assignor and Assignee dated as of even date hereof (the “Assignment and Assumption Agreement”).

C. Pursuant to the Assignment and Assumption Agreement, and as more particularly set forth therein, Assignee is purchasing from Assignor certain of Assignor’s rights and obligations under the Loan Documents, including Assignor’s rights and obligations in the security interest granted by the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and other valuable consideration recited in the Assignment and Assumption Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, jointly with Millennium Trust Company, LLC fbo Frederick Eck SEP IRA (“Millennium”) as Assignee under the Assignment and Assumption Agreement – IP Security Interest – Term Note, between Assignor and Millennium, of even date herewith, all of Assignor’s right, title and interest in, and obligations under, the Trademark Security Agreement and in the security interest granted in the Trademarks, together with all rights and privileges granted and secured thereby. Assignee hereby acknowledges and agrees that, except as set forth in Section 3 of the Assignment and Assumption Agreement, Assignee is purchasing Assignor’s rights and obligations in the security interest granted by the Trademark Security Agreement on an “AS-IS, WHERE-IS” BASIS, AND WITHOUT RECOURSE.

2. The Assignor hereby agrees to assist in the recordation of this Agreement in the appropriate patent, trademark or other government offices at Assignee’s expense.

3. This Agreement has been entered into in conjunction with the provisions of the Assignment and Assumption Agreement, the terms and provisions of which are incorporated herein by reference. This Agreement does not (i) convey any rights of Assignor other than those required to be transferred under the Assignment and Assumption Agreement; (ii) create any obligations for Assignor in addition to those provided under the Assignment and Assumption Agreement; or (iii) relieve Assignor of any obligations under the Assignment and Assumption Agreement. In the event that any provisions of this Agreement are in conflict with the Assignment and Assumption Agreement, the provisions of the Assignment and Assumption Agreement shall govern.

4. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assignment and Assumption Agreement.

5. This Agreement will be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. The parties' relationship is that of buyer and seller; the parties are not partners or joint venturers and neither party has any authority to represent, obligate or bind the other with respect to any third party.

6. If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereto, such contravention or invalidity shall not invalidate the entire Agreement.

7. This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Ohio. Assignor and Assignee hereby submit to the jurisdiction of any state or federal courts located in Hamilton County, Ohio with respect to any matters relating to this Agreement.

8. Except for the Assignment and Assumption Agreement, this Agreement constitutes the entire agreement of Assignor and Assignee and supersedes all other prior agreements and understandings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof. This Agreement may only be amended in a writing signed by Assignor and Assignee.

9. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission (including by .pdf) shall be equally as effective as delivery of an original executed counterpart of this Agreement.

10. ASSIGNEE AND ASSIGNOR HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

ASSIGNOR:

FIFTH THIRD BANK

By: Matthew Kirchner
Print Name: Matthew Kirchner
Title: Vice President

By: Martin Keenan
Print Name: Martin Keenan
Title: Vice President

ASSIGNEE:

BBH INVESTMENT LLC

By: _____
Print Name: _____
Title: _____

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

ASSIGNOR:

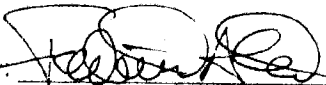
FIFTH THIRD BANK

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

BBH INVESTMENT LLC

By: 
Print Name: Frederick A. Eck
Title: President

SCHEDULE A

TRADEMARKS

Serial #	Filing Date	Reg #	Reg. Date	Mark
77221095	07/03/2007	3388532	02/26/2008	BRAXTON-BRAGG
77221107	07/03/2007	3388534	02/26/2008	B BRAXTON-BRAGG
77710929	04/09/2009	3705004	11/03/2009	BB BRAXTON-BRAGG BETTER! FASTER! CHEAPER
78665517	07/07/2005	3191643	01/02/2007	VIPER
78665546	07/07/2005	3210317	02/20/2007	BLASTER
78665582	07/07/2005	3188935	12/26/2006	VIPER ELITE
78665605	07/07/2005	3195888	01/09/2007	HERCULES
78665697	07/07/2005	3186028	12/19/2006	SLIPPERY ROCK GAZETTE

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