

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OFS Brands Holdings Inc.		05/12/2014	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OFS Brands Inc.		
<b>Street Address:</b>	1204 E. 6th Street		
<b>Internal Address:</b>	P.O. Box 100		
<b>City:</b>	Huntingburg		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47542		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3008480	FIRST OFFICE	
<b>Registration Number:</b>	3387528	FIRSTOFFICE	
<b>Registration Number:</b>	1356677	OFS	
<b>Registration Number:</b>	1444183	STYLELINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025402268		
<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>			
<b>Phone:</b>	502-587-3707		
<b>Email:</b>	aberge@bgdlegal.com		
<b>Correspondent Name:</b>	Amy B. Berge		
<b>Address Line 1:</b>	101 South Fifth Street		
<b>Address Line 2:</b>	3500 National City Tower		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Joseph R. Dages		
<b>SIGNATURE:</b>	/Joseph R. Dages/		
<b>DATE SIGNED:</b>	05/20/2014		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "**Agreement**") is entered into and effective as of this 12<sup>th</sup> day of May, 2014 (the "**Effective Date**"), by and between **OFS BRANDS HOLDINGS INC.** ("**Assignor**"), an Indiana corporation with an address of 1204 E. 6<sup>th</sup> Street, P.O. Box 100, Huntingburg, Indiana 47542, and **OFS BRANDS INC.** ("**Assignee**"), an Indiana corporation with an address of 1204 E. 6th Street, P.O. Box 100, Huntingburg, Indiana 47542.

### RECITALS

A. Assignor owns a number of trademarks, including, without limitation, **FIRST OFFICE** (Reg. No. 3,008,480), **FIRST OFFICE & Design** (Reg. No. 3,387,528), **OFS (stylized)** (Reg. No. 1,356,677), and **STYLINE & Design** (Reg. No. 1,444,183) (collectively, the "**Marks**"), along with their corresponding United States trademark registrations (collectively, the "**Registrations**"); and

B. Assignor desires to assign to Assignee the Marks, including the Registrations, together with all of the goodwill associated with and symbolized by the Marks, and Assignee desires to obtain the same from Assignor.

### AGREEMENT

The parties hereby agree as follows:

**1. ASSIGNMENT.** Assignor hereby transfers and assigns to Assignee, without any restrictions, reservations, or limitations, the Marks and the entire and exclusive right, title, and interest in and to the Marks, including, without limitation, the Registrations, together with all of the goodwill associated with and symbolized by the Marks, and Assignee accepts all of the foregoing from Assignor.

**2. FURTHER ASSURANCES.** Upon Assignee's reasonable request, Assignor shall, without need for further consideration, cooperate with Assignee to ensure that Assignor's performance under this Agreement is fully and timely discharged, including, without limitation, by executing and delivering such other documents and taking such other actions as may be necessary to consummate and effectuate the transfer and assignment of the Marks and Registrations from Assignor to Assignee.

**3. RECORDATION WITH USPTO.** This Agreement may be recorded with the United States Patent and Trademark Office to document and effectuate the assignment of the Marks and Registrations from Assignor to Assignee.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Assignor and Assignee, each with the intent to be legally bound, enter into this Agreement as of the Effective Date.

OFS BRANDS HOLDINGS INC.

Name: Ryan Moxie

Signature: [Handwritten Signature]

Title: SVP SALES & MARKETING

OFS BRANDS INC.

Name: Ryan Moxie

Signature: [Handwritten Signature]

Title: SVP SALES & MARKETING

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