

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pitt's & Spitt's, LLC		03/26/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	RZX4 Holdings II, LLC		
Street Address:	10016 Eastex Freeway		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77016		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3774583	PITT'S & SPITT'S	
Registration Number:	1734625	PITT'S & SPITT'S	
Registration Number:	3703430	THE ULTIMATE PITT'S & SPITT'S P N S	
Registration Number:	3654693	PITT'S & SPITT'S	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9798859245		
Email:	zboril40@gmail.com		
Correspondent Name:	Pitt's & Spitt's c/o Ron Zboril		
Address Line 1:	10016 Eastex Freeway		
Address Line 4:	Houston, TEXAS 77016		
NAME OF SUBMITTER:	Ron Zboril		
SIGNATURE:	/ Ron Zboril /		
DATE SIGNED:	06/23/2014		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of March 26, 2014 (the "Effective Date") between Pitt's & Spitt's, LLC, a Texas limited liability company ("Assignor") and RZX4 Holdings II, LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Pitt's & Spitt's, the Ultimate, L.L.C., a Texas limited liability company, an affiliate of Assignor, and Assignee have entered into that certain Asset Purchase Agreement dated as of March 26, 2014, (the "Purchase Agreement") which contemplates the assignment of Assignor's interest in the Intellectual Property (as defined in the Purchase Agreement), including without limitation the Intellectual Property described on Schedule I attached hereto, to Assignee on the terms and conditions more particularly set forth therein;

WHEREAS, Assignor desires to assign and transfer to Assignee all of the Intellectual Property, and Assignee desires to acquire such Intellectual Property, all upon the terms and subject to the conditions set forth herein; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment for, among other things, recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, the parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions of this Assignment and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees to sell, assign, transfer, deliver and convey to Assignee, free and clear of all liens, Assignor's entire right, title and interest in, to and under the Intellectual Property on the Effective Date, together with the following:

- a. the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property;
- b. the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof;
- c. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- d. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- e. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or

default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (the foregoing (a)-(e) for purposes of this Assignment shall be deemed to be included within the term "Intellectual Property").

2. Relinquishment. Assignor therefore agrees to relinquish any and all rights it, its assignees, and any other persons affiliated therewith have in and to the Intellectual Property.

3. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersedes all prior representations, endorsements, premises, agreements, memoranda communications, negotiations, discussions, understandings and arrangements, whether oral, written or inferred, between the parties relating to the subject matter hereof. This Assignment may not be modified, amended, rescinded, canceled, altered or supplemented, in whole or in part, except upon the execution and delivery of a written instrument executed by a duly authorized representative of each of the parties hereto. THE PARTIES WAIVE THE RIGHT TO RELY UPON ANY ORAL PROMISES OR REPRESENTATIONS REGARDLESS OF THEIR PURPOSE.

4. Successors. This Assignment shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without giving effect to conflicts of laws principles.

6. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

9. Venue. Any litigation involving this Agreement, directly or indirectly, must be filed in Harris County, Texas.


10. Disclaimer of Warranties. Except as contained in this Assignment or the Purchase Agreement, Assignor DISCLAIMS ALL WARRANTIES OF ANY KIND

EXPRESSED, IMPLIED OR APPARENT INCLUDING THE WARRANTIES OF FITNESS AND MERCHANTABILITY AND THE ASSIGNED PROPERTIES ARE ASSIGNED "AS IS WHERE AS."

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

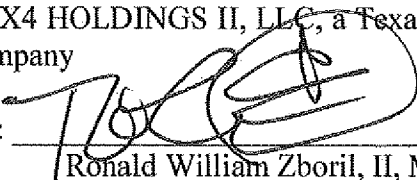
"ASSIGNOR"

PITT'S & SPITT'S, LLC, a Texas limited liability company

By: 
Name: C. BERRY MADER
Title: President

"ASSIGNEE"

RZX4 HOLDINGS II, LLC, a Texas limited liability company

By: 
Ronald William Zboril, II, Managing Member

SCHEDULE I TO INTELLECTUAL PROPERTY ASSIGNMENT

SERIAL NO./ APP. DATE	REG. NO./ REG. DATE	TRADEMARK
77814995 8/28/09	3774583 4/13/10	PITT'S & SPITT'S
74171994 6/3/91	1734625 11/24/92	PITT'S & SPITT'S
77649822 1/14/09	3703430 10/27/09	THE ULTIMATE PITT'S & SPITT'S P N S
77649639 1/14/09	3654693 7/14/09	PITT'S & SPITT'S