СН \$165.00

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM349002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EEEEOTIVE DATE.	10/10/0010

EFFECTIVE DATE: 12/13/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleming Sales Company, Inc.		07/21/2015	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Outdoors Unlimited, LLC
Street Address:	1247 Horseshoe Lane
City:	Bartlett
State/Country:	ILLINOIS
Postal Code:	60103
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2170110	LIL' BON FIRE
Registration Number:	2289163	PATIO HEARTH
Registration Number:	2651871	LIL' CAMPER
Registration Number:	2168175	BON FIRE
Registration Number:	3116833	OUTDOORS UNLIMITED
Registration Number:	3473465	BACKYARD BUTLER

CORRESPONDENCE DATA

Fax Number: 3122368176

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.

Phone: 312-236-8500

Email: docket@cookalex.com STEPHEN B. HELLER **Correspondent Name:** Address Line 1: 200 West Adams Street

Address Line 2: **Suite 2850**

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	0956-0000
NAME OF SUBMITTER:	Stephen B. heller
SIGNATURE:	/Stephen B. Heller/

TRADEMARK REEL: 005583 FRAME: 0577 900332026

DATE SIGNED: 07/23/2015

Total Attachments: 2
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TRADEMARK REEL: 005583 FRAME: 0578

TRADEMARK ASSIGNMENT

This Agreement is entered into, *nunc pro tunc*, December 13, 2013, freely by and between Fleming Sales Company, Inc. ("Assignor") and Outdoors Unlimited, LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademarks identified on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

- 1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
- 2. Consideration. In consideration for the assignment set forth in Section 1, Assignor has paid Assignee the sum of one dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged.
- 3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement; and
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks.

Date: July 21, 2015

ASSIGNOR: Fleming Sales Company, Inc.

Signature:

Printed Name: Jeffrey 7. Grady

President

Fleming Sales Company, Inc.

Status	Country Title	Title	Application No. Filing Date Registration	Filing Date		Grant Date
					No.	
Registered	US	US Trademark - Lil' Bon Fire	75/127,107	6/28/1996 2,170,110	2,170,110	6/30/1998
Registered	US	US Trademark - PATIO HEARTH	75/069,089	3/7/1996	2,289,163	10/26/1999
Registered	US	US Trademark - LIL' CAMPER	76/358,446	1/14/2002 2,651,871	2,651,871	11/19/2002
Registered	US	esign	75/118,132	6/13/1996 2,168,175	2,168,175	6/23/1998
Registered	US	US Trademark - Outdoors Unlimited 78/657,149	78/657,149	6/23/2005 3,116,833	3,116,833	7/18/2006
Registered	NS	US Trademark - BACKYARD BUTLER 77/234,551	77/234,551	7/20/2007 3,473,465	3,473,465	7/22/2008
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TRADEMARK **REEL: 005583 FRAME: 0580**

RECORDED: 07/23/2015