

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dodgen Industries, Inc.		01/14/2015	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	HBF Investments, LLC		
Street Address:	1505 13th Street North		
City:	Humboldt		
State/Country:	IOWA		
Postal Code:	50548		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2524804	BORN FREE	
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:	5152882500		
Email:	alexandriachristian@davisbrownlaw.com		
Correspondent Name:	Alexandria M. Christian		
Address Line 1:	215 10th Street		
Address Line 2:	Suite 1300		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	9002360-108165		
NAME OF SUBMITTER:	Alexandria M. Christian		
SIGNATURE:	/Alexandria M. Christian/		
DATE SIGNED:	08/18/2015		
Total Attachments: 7			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment and Assumption Agreement**") is made and entered into as of January 14, 2015 by and among HBF Investments, LLC, an Iowa limited liability company ("**Buyer**"), Dodgen Industries, Inc., an Iowa corporation ("**Dodgen**") and Dodgen Real Estate, LLC, an Iowa limited liability company ("**Dodgen Real Estate**") (Dodgen and Dodgen Real Estate are collectively referred to as "**Sellers**");

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of December 31, 2014 (the "**Purchase Agreement**"), pursuant to which Buyer is purchasing substantially all of the assets of Sellers pursuant to the terms thereof; and

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to assign certain rights and agreements to Buyer, and Buyer has agreed to assume certain obligations of Sellers as set forth herein, and this Assignment and Assumption Agreement is contemplated by Section 2.02(a)(ii) of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. **Assignment.** Effective as of 11:59 p.m. (local Iowa time) on the Closing Date (the "**Effective Time**"), Sellers hereby assign, sell, transfer and set over (collectively, the "**Assignment**") to Buyer all of Sellers' right, title, benefit, privileges and interest in and to all intangible assets of Sellers, excluding all of Sellers' Intellectual Property, and specifically excluding any and all Excluded Assets (the "**Intangible Assets**").

3. **Assumption.** Buyer hereby assumes the Assumed Liabilities. However, Buyer assumes no Retained Liabilities, and the parties hereto agree that all such Retained Liabilities shall remain the sole responsibility of Sellers, which shall be satisfied by Sellers in accordance with the Purchase Agreement.

4. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Sellers' representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments


of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

6. **Miscellaneous**. The following sections of the Purchase Agreement are hereby incorporated into this Assignment and Assumption Agreement and shall apply hereto: 8.03, 8.04, 8.05, 8.06, 8.09, 8.10, 8.11, 8.12, 8.13, and 8.14.


[End of Agreement – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement, intending it to be effective as of the Effective Time.

DODGEN INDUSTRIES, INC.

By 
Name: Brandon Dodgen
Title: President, Treasurer and
Secretary

DODGEN REAL ESTATE, LLC

By 
Name: Brandon Dodgen
Title: President, Treasurer and
Secretary

HBF INVESTMENTS, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement, intending it to be effective as of the Effective Time.

DODGEN INDUSTRIES, INC.

By _____
Name: Brandon Dodgen
Title: President, Treasurer and
Secretary

DODGEN REAL ESTATE, LLC

By _____
Name: Brandon Dodgen
Title: President, Treasurer and
Secretary

HBF INVESTMENTS, LLC

By Jeff Butler
Name: Jeff Butler
Title: President

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") made as of the 11 day of January, 2015, by HBF Investments, LLC, an Iowa limited liability company ("Buyer"), Dodgen Industries, Inc., an Iowa corporation ("Dodgen") and Dodgen Real Estate, LLC, an Iowa limited liability company ("Dodgen Real Estate") (Dodgen and Dodgen Real Estate are collectively referred to as "Sellers").

WHEREAS, Buyer and Sellers entered into an Asset Purchase Agreement ("Purchase Agreement") dated December 31, 2014. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, each of the Sellers has agreed to sell to Buyer and Buyer has agreed to buy from each of the Sellers the Intellectual Property Assets (as defined in Section 2.02(a)(iii) of the Purchase Agreement), including without limitation the Copyrights, Marks, internet domain name registrations and trade secrets of each of the Sellers. Pursuant to the Purchase Agreement, each of the Sellers has agreed to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, all of such Intellectual Property.

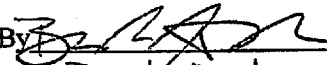
WHEREAS, in accordance therewith, each of the Sellers desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of such Seller's worldwide right, title and interest in, to and under such Seller's registered and unregistered domestic and foreign Patents, Copyrights, Marks, internet domain name registrations and trade secrets as listed on Schedule 3.06(b) of the Disclosure Schedule.

NOW, THEREFORE, each of the Sellers, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Sellers' worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property Asset, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, or in any other jurisdiction, the same to be held and enjoyed by the said Buyers, their successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by each of the Sellers had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to the principles of conflicts of laws thereof.

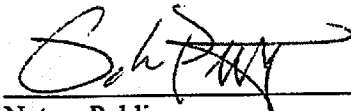
IN WITNESS WHEREOF, each of the Sellers has caused its duly authorized officer or partner, as the case may be, to execute this Assignment of Intellectual Property Assets as of the date first above written.

DODGEN INDUSTRIES, INC.

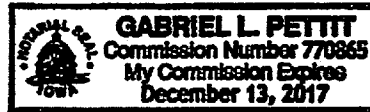
By: 
Name: Brandon Dodgen
Title: General Manager

STATE OF Iowa)
) SS:
COUNTY OF Humboldt)

On this 7th day of January, ²⁰¹⁵~~2014~~ before me Brandon Dodgen known to me to be General Manager of Dodgen Industries, Inc., who acknowledged that he signed this instrument as a free act on behalf of Dodgen Industries, Inc..



Notary Public:
My commission expires:



DODGEN REAL ESTATE, LLC

By [Signature]
Name: Brandon Dodgen
Title: President

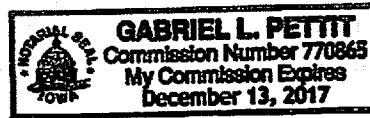
STATE OF Iowa)
) SS:
COUNTY OF Humboldt)

On this 7th day of January, 2014 before me Brandon Dodgen, known to me to be President of Dodgen Real Estate, LLC, who acknowledged that he signed this instrument as a free act on behalf of Dodgen Real Estate, LLC.

[Signature]

Notary Public:

My commission expires:



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