

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VICTORY BLUE, LLC		03/31/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Old World Industries, LLC		
Street Address:	4065 Commercial Ave.		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3984350	VICTORY BLUE	
CORRESPONDENCE DATA			
Fax Number:	8476647223		
<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:	8475592230		
Email:	kengland@oldworldind.com		
Correspondent Name:	Daniel M. Leep		
Address Line 1:	4065 Commercial Ave.		
Address Line 4:	Northbrook, ILLINOIS 60062		
ATTORNEY DOCKET NUMBER:	VICTORY BLUE		
NAME OF SUBMITTER:	Daniel M. Leep		
SIGNATURE:	/dan leep/		
DATE SIGNED:	04/11/2016		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered into as of March 31, 2016, by and between VICTORY BLUE, LLC, a Texas limited liability company with its principal place of business at 930 South Kimball Avenue, Suite 100, Southlake, Texas 76092 ("Assignor"), and OLD WORLD INDUSTRIES, LLC, an Illinois limited liability company with its principal place of business at 4065 Commercial Avenue, Northbrook, Illinois 60062-1851 ("Assignee").

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 31, 2016 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement);

WHEREAS, the Purchased Assets include the brand names, trademarks and service marks conceived or developed by Assignor primarily in connection with the conduct of the Business (as defined in the Agreement) or owned, held, or used by Assignor (otherwise than as a licensee under a license) exclusively in connection with the conduct of the Business, including the trademarks listed on Schedule A annexed hereto and incorporated herein by reference (collectively, "Trademarks");

WHEREAS, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Purchased Assets; and

WHEREAS, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith, all rights to sue for infringement of any Trademark, arising on or after the date of this Assignment of Trademarks, 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 Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

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

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment of Trademarks as of the date first above written.

VICTORY BLUE, LLC

OLD WORLD INDUSTRIES, LLC

By: [Signature]
Name: Thomas Paquin
Title: President

By: _____
Name: Khalid B. Mahmood
Title: President and CEO

State of Texas)
) ss.
County of Tarrant)

On this 31 day of March, 2016, before me, Jessica Sourjohn, personally appeared Thomas Paquin, the President of Victory Blue, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jessica Sourjohn
Notary Public




IN WITNESS WHEREOF, the parties have executed and delivered this Assignment of Trademarks as of the date first above written.

VICTORY BLUE, LLC

OLD WORLD INDUSTRIES, LLC

By: _____
Name: Thomas Paquin
Title: President

By: 
Name: Khalid B. Mahmood
Title: President and CEO

State of Texas)
) ss.:
County of _____)

On this _____ day of March, 2016, before me, _____, personally appeared Thomas Paquin, the President of Victory Blue, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

SCHEDULE A

Registered Marks

Victory Blue, Reg. No. 3,984,350 (registered June 28, 2011)

Common Law Trademarks

