900372389 07/25/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM392550

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900367553

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolyn R. Tackett		05/18/2016	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Strategic Brand Group, Inc.
Street Address:	2064 Cobb Meadow Ln
City:	Clarksville
State/Country:	TENNESSEE
Postal Code:	37043-5926
Entity Type:	Corporation: TENNESSEE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4154755	ISHOP-X
Registration Number:	3974276	ISOURCE-X
Registration Number:	4502880	CLEAN AND TIDY
Registration Number:	4556777	FRESH WHISPERS
Registration Number:	4032637	AMERICAN AEROSOL

CORRESPONDENCE DATA

Fax Number: 2707825856

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: 270-782-8160

Email: LHagan@kerricklaw.com

Correspondent Name: Laura M. Hagan

Address Line 1:1025 State Street, PO Box 9547Address Line 4:Bowling Green, KENTUCKY 42101

ATTORNEY DOCKET NUMBER:	12840.00001
NAME OF SUBMITTER:	Laura M. Hagan
SIGNATURE:	/Laura M. Hagan/
DATE SIGNED:	07/25/2016

TRADEMARK REEL: 005830 FRAME: 0046

900372389

Total Attachments: 3

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TRADEMARK REEL: 005830 FRAME: 0047

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of May 17th, 2016, (the "Effective Date"), by and between Carolyn R. Tackett, an individual residing in Clarksville, Tennessee (the "Assignor"), and Strategic Brand Group, Inc., (the "Assignee"), a corporation duly authorized and operating under the law of the state of Tennessee, hereinafter referred to collective as the "Parties" and individually a "Party,"

RECITALS:

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademarks (hereinafter collectively referred to as the "Marks");

Registration No./Serial No.	Trademark	Goods/Services	
Reg, No. 4,154,755	ISHOP-X	Hand towels of paper	
Reg. No. 3,974,276	SOURCE-X	Global sourcing, namely, combined strategic goods or services sourcing for others for business purposes; procurement of contracts for others for purchase of goods.	
Reg. No. 4,502,880	CLEAN AND TIDY	General purpose cleaner; cleaning, polishing, abrasive, and scouring liquids, powders, creams and gels for household, commercial, industrial and institutional use	
Reg. No. 4,556,777	FRESH WHISPERS	Air fragrancing preparations	
Reg. No. 4,032,637	AMERICAN AEROSOL	All-purpose cleaner, glass cleaner, cleaner for use on electronics; and products for dry cleaning and laundry, namely, stain solvent, stain remover, all-purpose fusing machine cleaner	

WHEREAS, Assignor desires and agrees to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, in and to the Marks; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT

1.1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, including, without limitation, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, all common law rights in the Marks, and all rights of action accrued and to accrue under the Marks, including all claims and rights to sue and

TRADEMARK
REEL: 005830 FRAME: 0048

recover for future or past infringement of the Marks and all rights to oppose or cancel any existing third party registration for a similar mark.

- 1.2. Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is desirable to secure, obtain, enforce or defend the Marks and all associated rights in the United States or any foreign country, including, without limitation, any additional documents needed to record and fully effect the transfer of trademark rights made herein in the United States or any foreign country, as well as assisting Assignee in any dispute or conflict that may arise concerning Assignee's use of one or more of the Marks.
- 1.3 Assignor further covenants that it will cease and desist all use of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Marks before any administrative, government or other tribunal.

2. PAYMENT

As payment for the assignment of rights to the Marks, Assignee will pay to Assignor the price of one dollar (\$1.00), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

2

Carolyn Tackett, as Assignor	
Signature Date: 5/16/16 Name: Carolyn R. Tackett	
STATE OF TEMESTEE	
COUNTY OF Namigonary	
This \\\ \frac{\f{	ly known
WITNESS my hand and official seal.	
STATE OF Notary Public Plans	· · · · · · · · · · · · · · · · · · ·
Notary Public V * TENNESSEE * My commission expires April 14 * 7 * PUBLIC * NOTARY * NOTARY * PUBLIC * NOTARY * NOTAR	2010
Accepted by: TOMERY COT	
Strategic Brand Group, Inc., as Assignee	
11 14 Signature: Date: 5/18/11	
Name: Carolyn R. Tackett Title: <u>() いりもど</u>	
STATE OF TONESCE	
COUNTY OF Mariane	
On this day of NW, 2016, before me, the una Notary Public in and for such State, personally appeared Carolyn R. Tackett, personal to me or proved to me on the basis of satisfactory evidence to be the person who exwithin instrument on behalf of Strategic Brand Group, Inc	dersigned, lly known ecuted the
WITNESS my hand and official seal.	
STATE OF Notary Public My commission expires April 14th 3	<u> 2020</u>
TRADEMA.	5 17

TRADEMARK REEL: 005830 FRAME: 0050

RECORDED: 06/10/2016