

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONE SMOOTH STONE, INC.		11/19/2018	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLIED AMERICA, INC.		
<b>Street Address:</b>	One North LaSalle Street		
<b>Internal Address:</b>	Suite 1800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2183655	ONE SMOOTH STONE	
<b>Registration Number:</b>	5030598	SMART FAST KIND	
<b>Registration Number:</b>	5035313	WE LOVE LIVE	
<b>Registration Number:</b>	5044288	1 ONE SMOOTH STONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	nalbano@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Nicole Albano		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	22028-011		
<b>NAME OF SUBMITTER:</b>	Nicole A. Albano		
<b>SIGNATURE:</b>	/Nicole A. Albano/		
<b>DATE SIGNED:</b>	12/14/2018		

CH \$115.00 2183655

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of November 19, 2018, is by and between ONE SMOOTH STONE, INC., an Illinois corporation, located at 5222 Main Street, Downers Grove, Illinois 60515 ("Assignor"), to ALLIED AMERICA, INC., a Delaware corporation, c/o AlliedPRA, located at One North LaSalle Street, Suite 1800, Chicago, Illinois 60602 ("Assignee").

### RECITALS:

- A. Assignor is the owner of the following trademarks and trademark applications:  
US Registration No. 2183655 ONE SMOOTH STONE  
US Registration No. 5030598 SMART FAST KIND  
US Registration No. 5035313 WE LOVE LIVE  
US Registration No. 5044288 Logo with name  
(the "Assigned Trademarks");
- B. The Assignor and Assignee have entered into an Asset Purchase Agreement dated November 19, 2018 (the "Asset Purchase Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned Trademarks; and
- C. Pursuant to the Asset Purchase Agreement, the Assignee has acquired all right, title and interest in and to the Assigned Trademarks, and the parties wish to record such acquisition in the United States Patent and Trademark Office.

**THEREFORE**, in accordance with the Asset Purchase Agreement and in consideration of the mutual agreements set forth in this Assignment and the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, Assignor and Assignee agree as follows:

**1. Recitals.** The recitals contained in the preamble shall be deemed covenants, terms, conditions, and provisions of this Agreement and are incorporated herein by reference and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

**2. Assignment.** Effective as of this date, and pursuant to the Asset Purchase Agreement, Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee and Assignee accepts all right, title and interest of the Assignor in and to: (i) the trademarks and trademark applications set forth herein, together with the goodwill of the business symbolized by the Assignment; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Assigned Trademarks; (iv) all income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future

infringements of the Assigned Trademarks; (v) all rights to sue for past, present, and future infringements of the above, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the above throughout the world; and (vii) the right to assign the rights conveyed here, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

**3. Recordation.** Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Assigned Trademarks are more fully set forth in the Asset Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

**4. Governing Law.** This Assignment will be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademarks issues, and (ii) in all other respects, including as to validity (except for trademarks issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

**5. Counterparts.** This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

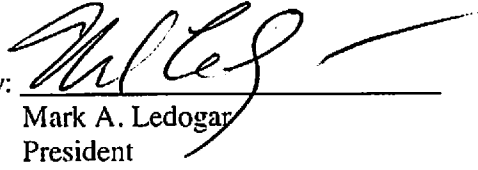
**6. Miscellaneous.** This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms will not modify the applicable terms and conditions of the Asset Purchase Agreement.

**7. Further Assurances.** Assignor agrees at Assignee's expense to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this Assignment.

[Signature page follows]

Intending to be legally bound, the undersigned have executed this Assignment as of the date first written above.


**One Smooth Stone, Inc.**

By:   
Mark A. Ledogar  
President

*(Signature page to Trademark Assignment Agreement [One Smooth Stone])*

**TRADEMARK  
REEL: 006500 FRAME: 0544**

**Allied America, Inc.**

By:   
\_\_\_\_\_  
Tony Lorenz  
Chief Executive Officer

*(Signature page to Trademark Assignment Agreement [One Smooth Stone])*