

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717977

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900674446		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Trading Inc.		11/04/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adams Wholesale Supply Inc.		
<b>Street Address:</b>	1434 E. Bitters Rd.		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78216		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4971769	GOOD NATURED	
<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>Phone:</b>	2102160073		
<b>Email:</b>	tsisson44@gmail.com		
<b>Correspondent Name:</b>	Thomas E. Sisson PLLC		
<b>Address Line 1:</b>	2106 Turtle Run Drive, Unit 8		
<b>Address Line 4:</b>	Henrico, VIRGINIA 23233		
<b>ATTORNEY DOCKET NUMBER:</b>	ADAMS_ASSIGN_GOOD_NAT3		
<b>NAME OF SUBMITTER:</b>	Thomas E. Sisson		
<b>SIGNATURE:</b>	/Thomas E Sisson/		
<b>DATE SIGNED:</b>	03/31/2022		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of the last date set forth in the signature blocks below, by and between ALLIANCE TRADING INC., a Delaware corporation with an address of 109 Northpark Boulevard, Covington, Louisiana 70433, United States ("Assignor"), and Adams Wholesale Supply, Inc., a Texas Corporation with an address of 1434 E Bitters Road, San Antonio, TX 78216 ("Assignee"). Assignor and Assignee may be referred to herein each individually as a "Party" or collectively as the "Parties".

**WHEREAS**, pursuant to Asset Purchase Agreement duly executed between the Parties or their affiliates, Assignor wishes to sell, assign, transfer, convey, and delivery to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in certain Trademark Assets (as defined herein), and the goodwill associated with same;

**NOW, THEREFORE**, in consideration of good and valuable consideration, and for TEN U.S. DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The term "Trademark Assets" shall include the trademarks, service marks, brands, logos, domain names, trade names, and corporate names listed on Schedule A appended hereto, as well as all variations, derivations, combinations, registrations, and applications for registration of the foregoing, and all goodwill associated therewith; all rights to obtain and to apply for registration of trademarks, copyrights, or other intellectual property rights in the foregoing; and all rights in the foregoing as provided by treatise, conventions, and common law.
2. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to: (i) the Trademark Assets; (ii) all goodwill symbolized by or associated with the Trademark Assets; and (iii) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement, dilution and violation of the Trademark Assets and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto.
3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by Assignee, as may be reasonable and necessary to sell, transfer, assign, convey and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademark Assets and other rights conveyed herewith. In the event Assignor does not comply with any of the foregoing obligations within ten (10) business days of the receipt of Assignee's request, Assignor hereby grants to Assignee limited powers of attorney solely for the purpose of executing such instruments and documents in Assignor's name necessary to effectuate the sale, transfer, assignment, conveyance and delivery of the Transferred Assets as contemplated hereby.

4. This Assignment contains the entire agreement between the Parties hereto concerning the subject matter hereof, and shall supersede any prior or contemporaneous agreements or understandings on such subject matter. Neither this Assignment nor any provision of this Assignment may be modified or waived in any way, except in writing confirmed by all Parties to this Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs and successors.
5. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Louisiana without regard to the conflicts of law principles that would require the application of the Laws of any jurisdiction other than the State of Louisiana.
6. If any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision or assignment is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
7. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. PDF e-mail transmissions and other copies of executed documents shall serve the same purpose as originals in connection with execution of this Assignment.

*(Remainder of Page Left Intentionally Blank – Signature Pages Follow)*

**IN WITNESS WHEREOF**, the undersigned have caused this Assignment to be executed as of the date last set forth below.

**ALLIANCE TRADING INC.**

**Assignor**

Signature:   
Melanie Housey Hart (Name), 2022 4338 (C)(1)

Name: Melanie Housey Hart

Title: Vice President & CFO

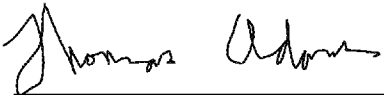
Address: 109 Northpark Boulevard

City, State, Zip: Covington, Louisiana 70433

Date: 11/04/2021

**ADAMS WHOLESALE SUPPLY INC.**

**Assignee**

Signature: 

Name: Thomas L. Adams JR

Title: VICE PRESIDENT

Address: 1434 E. BITTERS RD

City, State, Zip: SAN ANTONIO TX 78216

Date: 11/04/2021

**Schedule A**  
**Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
GOOD NATURED	86599985	April 16, 2015	4971769	June 7, 2016	United States