

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lebanon Seaboard Corporation		07/13/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Bruce Oakley, Inc.		
Street Address:	3400 Gribble St.		
City:	North Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72114		
Entity Type:	Corporation: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2064333	GREENSKEEPER	
CORRESPONDENCE DATA			
Fax Number:	5013769442		
<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:	5013710808		
Email:	bglasgow@wlj.com		
Correspondent Name:	Richard Blakely Glasgow		
Address Line 1:	200 West Capitol Avenue, Suite 2300		
Address Line 4:	Little Rock, ARKANSAS 72201		
NAME OF SUBMITTER:	Richard Blakely Glasgow		
SIGNATURE:	/Richard Blakely Glasgow/		
DATE SIGNED:	08/29/2022		
Total Attachments: 4			
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OP \$40.00 2064333

TRADEMARK ACQUISITION AGREEMENT

This TRADEMARK ACQUISITION AGREEMENT ("Agreement"), dated as of July ___, 2022 the "Effective Date", is made by and between Lebanon Seaboard Corporation, a Pennsylvania corporation with an address of 1600 E. Cumberland St., Lebanon, PA 17042 ("Seller"), and Bruce Oakley, Inc., an Arkansas corporation with an address of 3400 Gribble St., North Little Rock, AR 72114 ("Buyer").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all right, title, and interest in and to a certain Trademark (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademark, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Trademark. Subject to the terms and conditions set forth herein, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer, and Buyer hereby accepts, all right, title, and interest in and to the following (collectively, "Acquired Rights"), together with the goodwill associated therewith and symbolized thereby:
 - (a) the trademark, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin ("Trademark") listed on Schedule 1, and all registrations, applications for registration, and renewals of such Trademark (collectively, "Acquired Marks");
 - (b) the marketing material, package graphics, and any other tangible assets associated with the Trademark ("Tangible Assets");
 - (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to any of the foregoing;
 - (d) all claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and
 - (e) all other rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
2. Transitional Trademark License. As of the Effective Date, Buyer hereby grants to Seller and its Affiliates, (collectively, the "Licensees") for a period of 2.5 years, to be calculated from the Effective Date (the "Transition Period") a US based, royalty-free, non-transferable, non-exclusive, irrevocable license to use the Trademark in connection with the continued operation of the Seller's business in a manner consistent with the Seller's use of the Trademark in the prior to the Effective Date, including (i) in connection with the manufacture, sale, distribution,

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

Lebanon Seaboard Corporation

By: Katherine J. Bishop

Name: Katherine J. Bishop

Title: President

ACKNOWLEDGMENT

STATE OF Pennsylvania

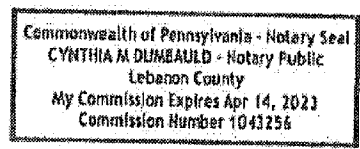
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COUNTY OF Lebanon

On the 3rd day of July, 2022, before me personally appeared Katherine J. Bishop personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Lebanon Seaboard Corporation, the corporation described, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Lebanon Seaboard Corporation for the uses and purposes mentioned in the instrument.

Cynthia M. Dumbauld
Notary Public


Printed Name: Cynthia M. Dumbauld



My Commission Expires: April 14 2023

AGREED TO AND ACCEPTED:

Bruce Oakley, Inc.

By: 
Name: Justin Oakley
Title: Vice President

ACKNOWLEDGMENT

STATE OF ARKANSAS

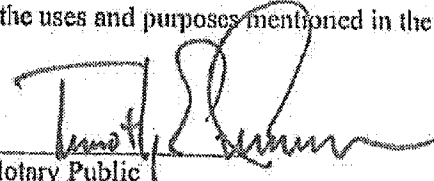
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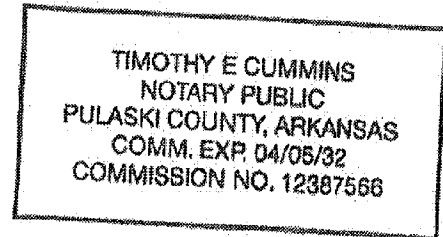
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COUNTY OF PULASKI

On the 15th day of July, 2022, before me personally appeared Justin Oakley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Vice President of Bruce Oakley, Inc., the corporation described, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Bruce Oakley, Inc. for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name:

My Commission Expires: 04-05-2032



SCHEDULE 1

Acquired Marks

Mark	Jurisdiction	Registration Number	Registration Date
GREENSKEEPER	US, Federal	2064333	05-27-1997