

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Group, Inc.		05/19/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	The Bostwick-Braun Company		
Street Address:	7349 Crossleigh Court		
City:	Sylvania		
State/Country:	OHIO		
Postal Code:	43560		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2685727	THE CHECK MEANS IT'S PROVEN	
Registration Number:	0778123	PROVEN	
Registration Number:	3757196	PROVEN BRANDS	
Registration Number:	2685724	PROVEN BRANDS	
Registration Number:	2127284	THE CHECK MEANS IT'S PROVEN :	
CORRESPONDENCE DATA			
Fax Number:	4198824635		
<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:	4198820083		
Email:	eal@lavalley-law.com		
Correspondent Name:	Richard G. LaValley, Jr.		
Address Line 1:	5800 Monroe Street		
Address Line 2:	Bldg F		
Address Line 4:	Sylvania, OHIO 43560		
NAME OF SUBMITTER:	Richard G. LaValley, Jr.		
SIGNATURE:	/richard g lavalley jr/		
DATE SIGNED:	06/11/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("ASSIGNMENT") is made and given by Pro Group, Inc., a Colorado corporation, whose address is P.O. Box 6585 Englewood, CO 80155-6585 ("ASSIGNOR") on May 19, 2014 to The Bostwick-Braun Company, an Ohio corporation, whose address is 7349 Crossleigh Court Toledo, Ohio 43617 ("ASSIGNEE").

ASSIGNOR and ASSIGNEE are parties to the TRADEMARK PURCHASE AGREEMENT dated as of even date herewith ("PURCHASE AGREEMENT") which provides, among other things, that ASSIGNEE is purchasing certain intellectual property owned by ASSIGNOR.

ASSIGNOR desires to assign to ASSIGNEE all of ASSIGNOR's right, title and interest in and to certain of ASSIGNOR's intellectual property and ASSIGNEE desires to accept the assignment of such intellectual property from ASSIGNOR, subject to the terms and conditions of the PURCHASE AGREEMENT and this ASSIGNMENT.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, transfers and assigns to ASSIGNEE, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by ASSIGNOR and identified on Exhibit A attached hereto ("MARKS"); (ii) all registrations and applications for registration of the MARKS worldwide, including, but not limited to, the trademark registrations and applications identified on Exhibit B attached hereto; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the MARKS worldwide; (iv) all rights of action arising from the MARKS worldwide, including all claims for damages by reason of past, present and future infringement of the MARKS and the right to sue and collect damages for such infringement, to be held and enjoyed by ASSIGNEE for its own use and benefit and for its successors and assigns as the same would have been held by ASSIGNOR had this assignment not been made; and (v) the goodwill of the business symbolized by the MARKS.

ASSIGNOR covenants and agrees that it will, at any time upon written request by ASSIGNEE, do everything reasonable to aid ASSIGNEE, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration, but at the expense of Assignee, its successors, assigns or other legal representatives.

In witness whereof, ASSIGNOR has executed this Trademark Assignment as of this 19 day of May 2014.

ASSIGNOR

Pro Group, Inc., a Colorado corporation

By: [Signature]

Title: President + CEO

State of Colorado)

) ss:

County of Arapahoe)

Subscribed to and sworn before me on this 19 day of May 2014.

[Signature]

Notary Public

My commission expires: 5-27-2018

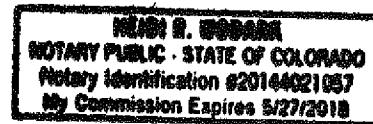


Exhibit A

Marks

THE CHECK MEANS IT'S PROVEN

PROVEN BRANDS

PROVEN

PROVEN BRANDS

The Check Means It's Proven and Design

Exhibit B

Trademark Registrations

U.S. Trademark Registration No. 2,685,727 for **"THE CHECK MEANS IT'S PROVEN"**

U.S. Trademark Registration No. 0778123 for **"PROVEN"**

U.S. Trademark Registration No. 3,757,196 for **"PROVEN BRANDS"**

U.S. Trademark Registration No. 2,685,724 for **"PROVEN BRANDS"**

U.S. Trademark Registration No. 2,127,284 for **"The Check Means It's Proven and Design"**