

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375622

<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>
Project Haven, Inc.	FORMERLY The Universal Group Corporation	03/02/2016	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Universal Group, LLC		
<b>Street Address:</b>	1025 Thomas Busch Memorial Hwy		
<b>City:</b>	Pennsauken		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4289577	UNIVERSAL GROUP	
<b>Registration Number:</b>	4289576	THE UNIVERSAL GROUP	
<b>Registration Number:</b>	4289575	THE UNIVERSAL GROUP CORP.	
<b>Registration Number:</b>	4172075	UNA	
<b>Registration Number:</b>	1414892	FLEXIRIDE	
<b>Registration Number:</b>	1383033	UNIVERSAL GROUP U	
<b>Registration Number:</b>	1353719	U	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6013609777		
<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>	901-335-7245		
<b>Email:</b>	grace.bonner@phelps.com		
<b>Correspondent Name:</b>	Grace L. Bonner		
<b>Address Line 1:</b>	4270 I-55 North		
<b>Address Line 4:</b>	Jackson, MISSISSIPPI 39211-6391		
<b>ATTORNEY DOCKET NUMBER:</b>	25765-0013		
<b>NAME OF SUBMITTER:</b>	Grace L. Bonner		
<b>SIGNATURE:</b>	/Grace L. Bonner/		

OP \$190.00 4289577

<b>DATE SIGNED:</b>	03/04/2016
<b>Total Attachments: 3</b> source=Universal TM assignment#page1.tif source=Universal TM assignment#page2.tif source=Universal TM assignment#page3.tif	

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between Project Haven, Inc. formerly known as The Universal Group Corporation ("Assignor") and The Universal Group, LLC ("Assignee").

WHEREAS, Assignor is the owner of record of the registrations for the trademarks described in Exhibit A (the "Trademarks");

WHEREAS, Assignor and Assignee ~~have~~ entered into an Asset Purchase Agreement including the transfer of the entire rights, title, and interest in the Trademarks in perpetuity from Assignor and Assignee; ~~and~~

WHEREAS, all conditions of the Asset Purchase Agreement with regard to the Trademarks have been met and closing has occurred; and

WHEREAS, both parties now desire to record the transfer of the registrations for the Trademarks and enter this agreement for the purpose of doing so;

NOW, the parties agree as follows:

1. Assignment. Assignor ~~does~~ has assigned and hereby does irrevocably assign to Assignee all rights, title, and interest in and to the Trademarks and to their associated goodwill.

2. Consideration. Assignee has conveyed to Assignor in full all consideration due under the Asset Purchase Agreement, receipt of which is hereby acknowledged by Assignee.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor was the exclusive owner of all right, title and interest, including all associated goodwill, in the Trademarks prior to the closing of the purchase set forth in the Asset Purchase Agreement;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses, prior to the date hereof;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (e) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between

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the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Delaware.

Project Haven Inc. formerly known as

The Universal Group Corporation

By: *Ann Smith*  
Print Name: Ann Smith  
Title: President

The Universal Group, LLC

By: *[Signature]*  
Print Name: [Signature]  
Title: [Signature]

EXHIBIT A

UNIVERSAL GROUP (words)	4,289,577
THE UNIVERSAL GROUP (words)	4,289,576
THE UNIVERSAL GROUP CORP. (words)	4,289,575
UNA (words)	4,172,075
FLEXIRIDE (words)	1,414,892
Universal Group U logo	1,383,033
U logo	1,353,719

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