

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wild Bird Centers of America, Inc.		06/16/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Yellow Leaf Brands, LLC		
Street Address:	7370 MacArthur Boulevard		
City:	Glen Echo		
State/Country:	MARYLAND		
Postal Code:	20812		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1536949	WILD BIRD CENTERS	
Registration Number:	1653266	WILD BIRD CENTER	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4271		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3357		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Jennifer C. Debrow		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray Plant Mooty		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	137038		
NAME OF SUBMITTER:	Jennifer C. Debrow		
Signature:	/Jennifer C. Debrow/		

CH \$65.00 1536949

Date:

03/17/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of June 16, 2010 ("Effective Date"), between **Wild Bird Centers of America, Inc.** ("Assignor"), a Maryland corporation, and **Yellow Leaf Brands, LLC**, a Maryland limited liability company ("Assignee"), both having their principal business address at 7370 MacArthur Boulevard, Glen Echo, Maryland 20812 (Assignor and Assignee together are referred to herein as the "Parties").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, Assignor and its affiliates developed and own a proprietary and distinctive system (the "System") relating to the establishment, operation and marketing of retail stores specializing in the sale of wild bird seed and other products of interest to wild bird enthusiasts and other customers ("Stores") that are identified by the Marks (as defined below) and that offer products including bird feeders, bird-watching optical equipment, bird baths, nature books, clothing, bird seed, suet, gifts and other items with a wild bird, nature or garden motif, many of which are identified by the Marks;

WHEREAS, the System and the Stores are identified by means of certain trademarks, service marks, logos and other commercial symbols, including the Wild Bird Center trademarks and registrations listed in Exhibit A to this Agreement (collectively, the "Marks");

WHEREAS, Assignor has established a web site ("E-store") through which it offers and sells products bearing the Marks and related products;

WHEREAS, through the use of the System and the Marks, and the sale of WILD BIRD CENTER® brand products, Assignor has generated goodwill for Stores and for Wild Bird Center brand products ("Goodwill");

WHEREAS, Assignor has created and owned Marks which are subject to common law and regulated copyrights ("Copyrights").

WHEREAS, Assignor has entered into trademark and copyright license agreements ("License Agreements") with individuals and entities for the use of the Marks;

WHEREAS, the System, Marks, E-Store, Copyrights, Goodwill and License Agreements constitute the intellectual property ("Intellectual Property") owned by Assignor;

WHEREAS, in consideration for assigning the Intellectual Property to Assignee, Assignee has agreed to grant Assignor the non-exclusive license for the worldwide use and sublicensing of the Marks, the Copyrights and the System in connection with the offer, sale and servicing of franchises for the operation of Stores and for the operation of E-Stores;

NOW, THEREFORE, in consideration of the promises and the mutual covenants, agreements and obligations set forth herein, the Parties agree as follows:

1. **Assignment.**

Assignor does hereby assign, convey, transfer and delivery to Assignee Assignor's entire right, title and interest in the Intellectual Property, including without limitation all its trademark registrations for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, and associated Goodwill.

Assignor further agrees that, upon request, Assignor will, without charge to Assignee, furnish all documentation in its possession relating to or supporting its chain of title, sign all papers, take all rightful oaths, and do all other acts that may be reasonably necessary to reflect the assignment of the Intellectual Property to Assignee.

2. **Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective assigns and successors.

3. **Choice of Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maryland without regard to the principles of conflicts of laws. This Agreement may be modified only in writing executed on behalf of both parties. This Assignment will be binding upon the parties hereto, their personal representatives, successors, heirs and permitted assigns.

If for any reason any of the provisions, or portions thereof, of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Assignment will not be affected and will be valid and enforceable.

4. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties regarding the Assigned Trademarks and supersedes all prior agreements and negotiations, either written or oral, expressed or implied regarding the subject matter hereof. Any representation, promise or condition relating to the Assigned Intellectual Property not contained or incorporated herein will not be binding upon either party.

(Handwritten signature)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date set forth above.

ASSIGNOR:
WILD BIRD CENTERS OF AMERICA, INC.

By: George H. Petrides, Sr.
Name: GEORGE H. PETRIDES, SR.
Title: Founder

ASSIGNEE:
YELLOW LEAF BRANDS, INC. LLC .

By: Henrik L. Weng
Name: HENRIK L. WENG
Title: CEO

EXHIBIT A

**TO THAT CERTAIN
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
DATED AS OF JUNE 16, 2010**

**BY AND BETWEEN
WILD BIRD CENTERS OF AMERICA, INC.
AND
YELLOW LEAF BRANDS, LLC**

Trademark	Registration Number	Date of Registration
Wild Bird Center logo	1,536,949	April 25, 1989
Wild Bird Center word mark	1,653,266	August 16, 1991

The Wild Bird Center logo is represented below.



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