# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2010

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Picat, Ltd.		11/16/2012	LIMITED PARTNERSHIP: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Picat, LLC	
Street Address:	325 N St. Paul Street	
Internal Address:	Suite 2750	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3423615	LOVE CANDY
Registration Number:	3423799	LOVE CANDY
Registration Number:	3541139	UNWRAP THE PASSION
Registration Number:	3764728	AS HEALTHY AS CANDY CAN BE.
Registration Number:	3958038	LOVE CANDY. LOVE LIFE.

# CORRESPONDENCE DATA

Fax Number: 2147064242

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2147064234

Email: trademarks@solidcounsel.com

Correspondent Name: Bryan Haynes

TRADEMARK REEL: 004902 FRAME: 0537 34236

900238928

Address Line 2: Scheef & Stone	500 N. Akard, Suite 2700 Scheef & Stone, L.L.P. Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	4607.102		
NAME OF SUBMITTER:	Bryan Haynes		
Signature:	/Bryan Haynes/		
Date:	11/16/2012		
Total Attachments: 3 source=Trademark Assignment (executed) - Picat#page1.tif source=Trademark Assignment (executed) - Picat#page2.tif source=Trademark Assignment (executed) - Picat#page3.tif			

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between **Picat**, **Ltd.**, a Texas limited partnership ("Assignor") with a principal place of business at 325 N St. Paul Street, Suite 2750, Dallas, TX 75201, and **Picat**, **LLC**, a Texas limited liability company with a principal place of business at 325 N St. Paul Street, Suite 2750, Dallas, TX 75201 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademarks (collectively, the "Trademarks"):

- Registration No. 3,423,615 for the mark "LOVE CANDY" registered on May 6, 2008, together with the goodwill of the business connected with and symbolized by this mark;
- Registration No. 3,423,799 for the mark "LOVE CANDY & DESIGN

" registered on May 6, 2008, together with the goodwill of the business connected with and symbolized by this mark;

- Registration No. 3,541,139 for the mark "UNWRAP THE PASSION" registered on December 2, 2008, together with the goodwill of the business connected with and symbolized by this mark;
- Registration No. 3,764,728 for the mark "AS HEALTHY AS CANDY CAN BE." registered on March 23, 2010, together with the goodwill of the business connected with and symbolized by this mark; and
- Registration No. 3,958,038 for the mark "LOVE CANDY. LOVE LIFE." registered on May 10, 2011, together with the goodwill of the business connected with and symbolized by this mark.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and all goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the

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Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this assignment not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration set forth above to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment *nunc pro tunc* as of January 1, 2010, the date Picat, LLC acquired certain assets of Assignor representative of the goodwill associated with the Trademark.

### **ASSIGNOR:**

PICAT, LTD.

Signed:

Name: Allen M. Stewart

Title: <u>as outrur b c</u>

STATE OF TEXAS

COUNTY OF DALLAS

On this 16th day of November, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Allen M. Stewart, known by me to be the person of the above name, a partner of and duly authorized to execute this Assignment on behalf of Picat, Ltd, and who signed and executed the foregoing instrument.

Given under my hand and seal of office this 16<sup>th</sup> day of November, 2012.



My commission expires: Feb. 3, 2015

Dena K. Lambert

Notary Public

6250 Rosewood Dr. #3202

Address North Eichland. Hills, 7x 76180

## **ASSIGNEE:**

PICAT, LLC

Name: Allen M. Stewart

Title: member

STATE OF TEXAS

COUNTY OF DALLAS

On this 16th day of November, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Allen M. Stewart, known by me to be the person of the above name, a member of and duly authorized to execute this Assignment on behalf of Picat, LLC, and who signed and executed the foregoing instrument.

Given under my hand and seal of office this 16<sup>th</sup> day of November, 2012.

DENA KIRBY LAMBERT Notary Public STATE OF TEXAS

My commission expires: Feb. 3, 2015

Dena K. Lambert

Notary Public (0250 ROSEWOOD Dn #3202

Address North Richland Hills, TX 76180

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