

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
Evergreen Enterprises, Inc.		11/12/2013	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Evergreen Enterprises of Virginia, LLC
Street Address:	5915 Midlothian Turnpike
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23225
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1950697	EVERGREEN FLAGS
Registration Number:	3765152	LIL' TREE ORPHANS
Registration Number:	3125641	CYPRESS HOME
Registration Number:	3111490	CYPRESS HOME
Registration Number:	4116238	THE GREETING CARD OF YOUR HOME
Registration Number:	4301492	MEADOW CREEK
Registration Number:	4116239	EVEROPTICS
Registration Number:	4110245	EVERGREEN SUEDE REFLECTIONS
Registration Number:	4116240	THAT'S A WRAP
Registration Number:	4110306	PUMPKINWEAR
Registration Number:	4288141	FLAGANIZER
Registration Number:	2580638	EVERGREEN
Registration Number:	4384430	EVERGREEN SILK REFLECTIONS
Registration Number:	4214882	SASSAFRAS

OP \$765.00 1950697

Registration Number:	4398964	NEW CREATIVE
Registration Number:	4426544	EVERGREETINGS
Registration Number:	4426711	MEANINGFUL. MEMORABLE. MAILABLE.
Registration Number:	4380366	EVERGREEN ENTERPRISES, INC.
Registration Number:	4388195	FLAGSIGNABLES
Registration Number:	4380365	NEW CREATIVE
Serial Number:	85681751	FLEXART
Serial Number:	85681798	MOLLY GREEN
Serial Number:	85702148	FAN ESSENTIALS
Serial Number:	85816898	TIMEOUT TIKES
Serial Number:	85816906	FLEXART
Serial Number:	85853691	BLOOMS BY EVERGREEN
Serial Number:	85979609	BLOOMS BY EVERGREEN
Serial Number:	85853443	TEAM SPORTS AMERICA A
Serial Number:	85853343	EVERGREEN FLAG & GARDEN
Serial Number:	85926092	TEAM SPORTS AMERICA

CORRESPONDENCE DATA

Fax Number: 8043465954

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

Phone: 804-346-0600

Email: trademarks@goodmanallen.com

Correspondent Name: Cheryl L Black

Address Line 1: Goodman Allen & Filetti

Address Line 2: 4501 Highwoods Parkway, Suite 210

Address Line 4: Glen Allen, VIRGINIA 23060

ATTORNEY DOCKET NUMBER:	159.000050A
NAME OF SUBMITTER:	Cheryl L Black
Signature:	/CLB/
Date:	11/22/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of November 12 2013 ("**Effective Date**"), is made by Evergreen Enterprises, Inc. ("**Assignor**"), a Virginia Corporation, located at 5915 Midlothian Turnpike, Richmond, Virginia, in favor of Evergreen Enterprises of Virginia, LLC ("**Assignee**"), a Delaware Limited Liability Company, located at 5915 Midlothian Turnpike, Richmond, Virginia, the recipient of certain assets of Assignor pursuant to a Contribution, Assignment and Assumption Agreement between Assignee and Assignor, dated as of December 31, 2010 (the "**Contributed Assets Agreement**").

WHEREAS, under the terms of the Contributed Assets Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor ("**IP Assets**"), and has agreed to execute and deliver this IP Assignment;

WHEREAS, Assignor and Assignee have agreed that the IP Assets created, developed, and acquired by the Assignor on or before the Effective Date of this IP Assignment were intended to and shall be subject to the conveyance, transfer and assignment of IP Assets under the Contributed Assets Agreement; and

WHEREAS, Assignor and Assignee agree to the use of this instrument for the recording of IP Assets with domestic and foreign governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the execution of the Contributed Assets Agreement, the payment of the consideration stipulated in the Contributed Assets Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Contributed Assets Agreement, the transfer of

Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the registered and unregistered copyrights in both published and unpublished works, and all copyright registrations and applications and any renewals or extensions thereof identified in Schedule 3 hereto;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor grants Assignee and the designated attorneys of Assignee and their foreign agents the authority and power to record this instrument with the Patent, Trademark and Copyright Offices of the United States and any foreign countries and to insert on this instrument any further identification which may be necessary or desirable to affect said recordation. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Contributed Assets Agreement. The terms of the Contributed Assets Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contributed Assets Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contributed Assets Agreement and the terms hereof, the terms of the Contributed Assets Agreement shall govern.

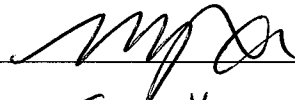
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first set forth above.

EVERGREEN ENTERPRISES, INC.

By: 
Name: Ting Xu
Title: President

EVERGREEN ENTERPRISES OF VIRGINIA, LLC

By: 
Name: Ting Xu
Title: President

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

A. FILED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark	Serial No./Reg. No.
FlexArt	85/681,751
Molly Green	85/681,798
Evergreen Flags	1,950,697
Lil' Tree Orphans (logo)	3,765,152
Cypress Home (logo)	3,125,641
Cypress Home	3,111,490
The Greeting Card of Your Home	4,116,238
Meadow Creek	4,301,492
EverOptics	4,116,239
Evergreen Suede Reflections	4,110,245
That's a Wrap	4,116,240
Pumpkinwear	4,110,306
Flaganizer	4,288,141
Evergreen	2,580,638
Evergreen Silk Reflections	4,384,430
Sassafras	4,214,882
New Creative	4,398,964
Fan Essentials	85/702,148
EverGreetings	4,426,544
Meaningful. Memorable. Mailable.	4,426,711
Timeout Tikes	85/816,898
FlexArt (2 nd Application)	85/816,906
Evergreen (logo)	4,380,366
Blooms by Evergreen (logo) (Parent)	85/853,691
Blooms by Evergreen (logo) (Child)	85/979,609
Team Sports America (logo)	85/853,443
FlagSignables	4,388,195
Evergreen Flag & Garden (logo)	85/853,343
New Creative (logo)	4,380,365
Team Sports America	85/926,092