

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/08/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denbra, Inc.		11/29/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Denbra IP Holdings, LLC		
Street Address:	8965 S. Eastern Ave.		
Internal Address:	Suite 360		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89123		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3526479		
CORRESPONDENCE DATA			
Fax Number:			
<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:	6027301422		
Email:	uspto@venableiplaw.com		
Correspondent Name:	Lance C. Venable		
Address Line 1:	4939 West Ray Rd.		
Address Line 2:	Suite 4-219		
Address Line 4:	Chandler, ARIZONA 85226		
ATTORNEY DOCKET NUMBER:	0793-008		
NAME OF SUBMITTER:	Lance C. Venable		
SIGNATURE:	/Lance C. Venable/		
DATE SIGNED:	12/01/2014		
Total Attachments: 6			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS AGREEMENT is made and entered into as of November 29, 2014 between DENBRA, INC., a Nevada Corporation having its principal place of business of business in Las Vegas, Nevada ("Denbra") and DENBRA IP HOLDINGS, LLC a Nevada Limited Liability Company having its principal place of business in Las Vegas, Nevada, ("Denbra IP").

This Agreement is based on the following premises and objectives:

- A. In a separate agreement dated August 8, 2010 and titled "Intellectual Property Assignment," Assignee became the successor to all assets and goodwill of Assignor, including all Trademark Rights, and specifically including those identified in Exhibit A attached to that agreement;
- B. The parties to the Intellectual Property Assignment inadvertently failed to include U.S. Trademark Registration No. 3,526,479 ("the '479 Registration") as part of the intellectual property to be assigned;
- C. The parties desire to memorialize the assignment of the Trademark Rights to the trademark/trade dress/product configuration in the '479 Registration and make the effective date of the assignment rights to be the same as the August 8, 2010 Agreement under the following terms and conditions.

The parties mutually agree as follows:

The parties to this agreement incorporate by reference all of the terms in the August 8, 2010 Agreement into this agreement. For good and valuable consideration paid by Denbra IP, the receipt of which is acknowledged by Denbra, Denbra hereby sells, assigns, and transfers to Denbra, its successors and assigns, the entire and exclusive right, title, interest, and good will in all Trademark Rights in the trademark/trade dress/product configuration and the '479 Registration as shown in Exhibit A, to be held and enjoyed by Denbra IP for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Trademark Registrations may be granted or reissued, and that this assignment is effective as of August 8, 2010.

Denbra represents and warrants that it has full legal right, power and authority to sell, assign and transfer the Trademark Rights. Denbra hereby agrees not to execute any

agreement in conflict with this assignment.

Denbra agrees to execute and deliver all papers and take other action, as may be necessary or desirable, to protect and perfect title to the Trademark Rights for Denbra IP.

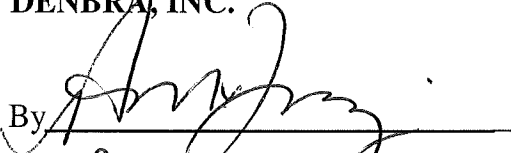
Denbra hereby agrees to communicate to Denbra IP any facts known that effect the Trademark Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Trademark Rights in all countries.

Denbra agrees that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement will not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement will remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification will be effective under any circumstances whatsoever; and the terms of this Agreement are reasonable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first written above.

ASSIGNOR:

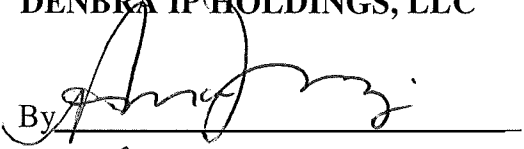
DENBRA, INC.

By 
Its President

11/29/2014
Date

ASSIGNEE:

DENBRA IP HOLDINGS, LLC

By 
Its Manager

11/29/2014
Date

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first written above.

ASSIGNOR:

DENBRA, INC.

By *Al Shwartz* *11/25/14*
Date
Its *Secretary/Treasurer*

ASSIGNEE:

DENBRA IP HOLDINGS, LLC

By *Al Shwartz* *11/25/14*
Date
Its *Secretary/Treasurer*

EXHIBIT A

Int. Cl.: 30

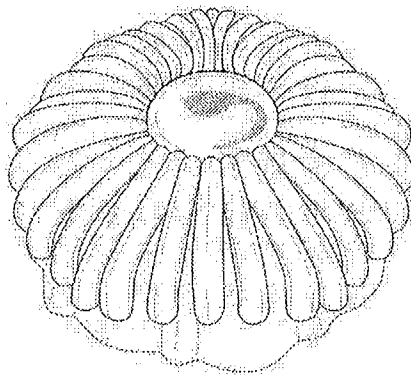
Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 3,526,479

Registered Nov. 4, 2008

TRADEMARK
PRINCIPAL REGISTER



DENBRA, INC. (NEVADA CORPORATION)
8512 W. SAHARA
LAS VEGAS, NV 89117

FOR: DESSERT FOOD PRODUCTS, NAMELY,
CAKES, IN CLASS 30 (U.S. CL. 46).

FIRST USE 10-15-1998; IN COMMERCE 10-15-1998.

THE MARK CONSISTS OF THE CONFIGURA-
TION OF A CAKE CONTAINING LONG NARROW
STRIPS OF FROSTING ON THE CAKE SHOWN ON

A RING SHAPED, TUBULAR PAN. THE MATTER
SHOWN BY THE DOTTED LINES IS NOT PART OF
THE MARK AND SERVES TO SHOW THE POSI-
TION OF THE MARK.

SEC. 2(F).

SER. NO. 77-276,926, FILED 9-11-2007.

CIMMERIAN COLEMAN, EXAMINING ATTOR-
NEY