

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earl C.J. Prater		12/10/2014	INDIVIDUAL: UNITED STATES
Kenneth Prater		12/10/2014	INDIVIDUAL: UNITED STATES
The Shirley Temple Soda Pop Company, LLC		12/10/2014	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Shirley's World, L.P.		
Street Address:	101 Lakeview Drive		
City:	Woodside		
State/Country:	CALIFORNIA		
Postal Code:	94062		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85723707	THE ORIGINAL SHIRLEY TEMPLE SODA POP	
Registration Number:	4483399	HOLLYWOOD'S ORIGINAL SHIRLEY TEMPLE SODA	
Registration Number:	4191275	HOLLYWOOD'S ORIGINAL SHIRLEY TEMPLE SODA	
Registration Number:	3418196	THE ORIGINAL SHIRLEY TEMPLE DIET SODA PO	
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:	310-855-3200		
Email:	gsultan@eisnerlaw.com		
Correspondent Name:	Gregg Sultan		
Address Line 1:	9601 Wilshire Blvd		
Address Line 2:	Suite 700		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	2543-04002		
NAME OF SUBMITTER:	Gregg R. Sultan		
SIGNATURE:	/grs/		

OP \$115.00 85723707

DATE SIGNED:	12/17/2014
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Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of December 10, 2014, by and between Shirley's World, L.P., a California limited partnership, having an address located at 101 Lakeview Drive Woodside, CA 94062, ("Assignee"), on the one hand, and Earl C. J. Prater, an individual, having a mailing address located at P.O. Box 51542, Sparks, NV 89435, Kenneth Prater, an individual, having a mailing address located at One World Trade Center, 121 SW Salmon Street, 11th Floor, PMB 1208, Portland, OR 97204, and The Shirley Temple Soda Pop Company, LLC, an Oregon limited liability company, having an address located at One World Trade Center, 121 SW Salmon Street, 11th Floor, Suite 1208, Portland, OR 97204 ("Soda Pop Company") (Earl C. J. Prater, Kenneth Prater and Soda Pop Company are each individually referred to herein as an "Assignor" and collectively as the "Assignors"), on the other hand, and is as follows:

AGREEMENT

In consideration of the mutual promises contained in this Assignment, Assignee entering into that certain License Agreement between Assignee and Soda Pop Company of even date herewith (the "License Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. Assignors hereby represent and warrant to Assignee that:
 - A. The intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property") represents all intellectual property used, applied for, registered and/or created by or on behalf of Assignors that utilizes or incorporates the name "Shirley Temple."
 - B. The execution and delivery or effectiveness of this Assignment or the performance of the Assignors' obligations under this Assignment, will not cause any Assignor to be in breach of any contract or agreement to which such Assignor is a party.
 - C. Assignors are the sole owners of the Intellectual Property, free and clear of any liens, encumbrances, licenses, or claims of any nature (other than the suits, actions, and proceedings initiated or threatened by Assignee), Assignors have granted no licenses to use any of the Intellectual Property, and no Assignor has made any agreement with respect to the Intellectual Property that is in conflict with this Assignment.
 - D. No Assignor has received notice of any suit, action, or proceeding, or any threat of any suit, action, or proceeding that involves a claim of infringement or misappropriation of any intellectual property right of any third party relating to the Intellectual Property or which contests the validity, ownership, or right of any Assignor to exercise any right with respect to the Intellectual Property

(expressly excepting the suits, actions, and proceedings initiated or threatened by Assignee).

- E. To the knowledge of each Assignor, there is no unauthorized use or infringement of any Intellectual Property by any third party. No Assignor has brought any action, suit, or proceeding for infringement of any Intellectual Property against any third party.
- F. Each item of Intellectual Property (other than applications) is valid and subsisting (or in the case of applications, applied for); all registration, maintenance, and renewal fees currently due in connection with such registered Intellectual Property have been paid; and all documents, recordations, and certificates in connection with such registered Intellectual Property currently required to be filed have been filed with the United States Patent and Trademark Office, for the purposes of prosecuting, maintaining, and perfecting such registered Intellectual Property and recording the Assignor's ownership interests therein.

2. Assignors hereby assign to Assignee all of their right, title and interest in, to and under the Intellectual Property and all pending or inchoate actions or claims related to any of the foregoing, including the right to sue for past infringement or breaches of contract. In connection with the common law trademark specifically identified in Exhibit A, 1. B. of this Assignment, Earl C. J. Prater has filed a trademark application Serial No. 86237768 for HOLLYWOOD'S DIET SHIRLEY TEMPLE SODA POP 12 FL OZ. (355 ML) (and Design). Assignee agrees to allow Soda Pop Company to prosecute such application to completion, it being expressly agreed that immediately upon registration of the trademark, such registration shall be deemed automatically assigned to Assignee pursuant to this Assignment.

3. Assignee hereby accepts this assignment.

4. Assignors do hereby agree to cooperate with Assignee and take all such action and execute all documents as may be necessary to assign the Intellectual Property from Assignors to Assignee or that Assignee may deem advisable to accomplish the purposes of this Assignment and to confirm, evidence or perfect Assignee's rights hereunder, including, without limitation, the filing of appropriate documents in the United States Patent and Trademark Office and assisting Assignee in litigation to enforce Assignee's right, title and interest in and to the Intellectual Property. In the event that any Assignor is unwilling or unable to execute and deliver such documents, or is unresponsive to requests to do so, such Assignor hereby appoints Assignee as its attorney in fact to execute in such Assignor's name with the same legal force and effect as if done by such Assignor any and all documents and/or instruments necessary or desirable to accomplish the purposes of this Assignment or to otherwise protect Assignee's rights under this Assignment (provided that, time and circumstances permitting, Assignee shall not do so without first giving such Assignor a reasonable opportunity to execute such documents or instruments). At such Assignor's request, Assignee shall furnish Assignor with a copy of each such document executed by Assignee in such Assignor's name. The power of attorney granted under this Section 4 is coupled with an interest and is irrevocable.

5. Assignors shall indemnify, defend and hold Assignee and its creditors, licensors, subsidiaries, affiliates, assigns, successors and heirs, and all of its officers, directors, shareholders, agents, representatives and employees, harmless from and against any and all claims, counterclaims, suits, debts, demands, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action, including, without limitation, attorney's fees (the "Claims"), arising out of or in connection with the breach of any representation, warranty or material obligation of any Assignor hereunder. Assignee shall have the right, at its option, to control the investigation, defense, settlement, trial and appeal of any Claim and to designate counsel to handle the Claim.

6. This Assignment may be executed by facsimile or electronically and faxed and PDF signatures shall be acceptable as originals for the purpose of making this Assignment effective. This Assignment may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall be deemed to constitute one and the same agreement.

7. Assignors and Assignee request that the Commissioner of the United States Patent and Trademark Office and the head of the United States Copyright Office, or any analogous officials of other governmental authority, record and file this assignment with respect to the applicable Intellectual Property.

8. This Assignment shall be governed in all respects and aspects by and construed in accordance with the laws of the State of California, subject to the Lanham Act (15 U.S.C. 1051 et seq.). Assignee and Assignors agree and consent that jurisdiction and venue of all matters relating to this Assignment shall be vested exclusively in the federal, state and local courts, as applicable, within the County of Los Angeles in the State of California.

9. If any action is brought to enforce or interpret any provision of this Assignment, or the rights or obligations of any party hereunder, the prevailing or successful party shall be entitled to recover all reasonable attorneys' fees and costs incurred or sustained by such party in connection with such action.

10. This Assignment, together with the License Agreement, constitutes the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, this Assignment has been executed as of the date and year first above written.

ASSIGNORS:



Earl C. J. Prater



Kenneth Prater

THE SHIRLEY TEMPLE SODA POP
COMPANY, LLC



By:

Name: Earl C. J. Prater

Title: President

ASSIGNEE:

SHIRLEY'S WORLD, L.P.

By: Shirley's World, Inc.

Its: General Partner



By: Charles A. Black, Jr.

Its: Secretary/Treasurer

EXHIBIT A

DESCRIPTION OF INTELLECTUAL PROPERTY

I. Trademarks –

A. U.S. Federal Marks:

Mark	Reg./App. No.	Goods & Services	Status
THE ORIGINAL SHIRLEY TEMPLE SODA POP (and Design)	85723707	Soda pops; Soft drinks, namely, sodas	Pending
HOLLYWOOD'S ORIGINAL SHIRLEY TEMPLE SODAPOP (and Design)	4483399	Cola drinks; Colas	Registered
HOLLYWOOD'S ORIGINAL SHIRLEY TEMPLE SODA POP	4191275	Non-alcoholic beverages, namely, carbonated beverages; Pop; Soda pops; Soft drinks; Soft drinks, namely, soda pop flavored like a Shirley Temple	Registered
THE ORIGINAL SHIRLEY TEMPLE DIET SODA POP (and Design)	3418196	Carbonated soft drinks, namely, soda pop flavored like a Shirley Temple	Registered

B. Common Law Marks:

Any and all common law trademarks, trade names and service marks that incorporate or include the name "Shirley Temple," including, but not limited to, the following:

- HOLLYWOOD'S DIET SHIRLEY TEMPLE SODA POP 12 FL OZ. (355 ML) (and Design)
- Retro – Hollywood's Shirley Temple Soda Pop design
- Retro – Hollywood's Diet Shirley Temple Soda Pop design