

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Parrish LaCasse		01/09/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Birch Benders, Inc.		
Street Address:	P.O. Box 4860		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80306		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4371760	BIRCH BENDERS	
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY	
Serial Number:	86471635	HEALTH NUT	
Serial Number:	86471454	PROTEIN NUT	
CORRESPONDENCE DATA			
Fax Number:	2077750806		
<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:	207-774-7000		
Email:	dhaag@nhdlaw.com		
Correspondent Name:	Darya I. Haag		
Address Line 1:	Two Canal Plaza		
Address Line 2:	PO Box 4600		
Address Line 4:	Portland, MAINE 04112-4600		
NAME OF SUBMITTER:	Darya I. Haag		
SIGNATURE:	/Darya I. Haag/		
DATE SIGNED:	03/06/2015		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of January 09, 2015 (the "Effective Date"), is entered into by and between Matthew Parrish LaCasse, an individual with a mailing address of P.O. Box 4860, Boulder, CO 80306 ("Assignor"), and Birch Benders, Inc., a Colorado corporation ("Assignee" and, together with Assignor, the "Parties" and each, individually, a "Party").

WITNESSETH:

WHEREAS, Assignor owns certain trademarks, service marks and trade names set forth on the attached Schedule A, together with all registrations and applications therefor (collectively, the "Marks"); all recipes and lists of ingredients (collectively, the "Recipes") used in or held in the business operated by the Assignee (the "Business"), known as "Birch Benders" or "Birch Benders Micro-Pancakery" and described on the Assignee's website <http://birchbendersfoods.com/> (the "Website"); and the registered and unregistered copyrights relating to or arising out of online and print materials used in the Business, including without limitation the Website, its content, code, architecture and functionality (collectively, the "Copyrights"), but excluding any copyrights pertaining to the product packaging that are already owned by the Assignee (the Marks, the Recipes, and the Copyrights collectively referred herein as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all worldwide right, title and interest in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Rights. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Intellectual Property, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes an assignment of all goodwill associated therewith.

2. Further Assurances. Upon the request and at the expense of Assignee, Assignor shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Intellectual Property.

3. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Entire Agreement. This Assignment contains the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements of the Parties with respect thereto.

5. Amendments. This Assignment may not be amended except by the written agreement of the Parties hereto.

6. Governing Law. Except for trademark and copyright matters governed by the Federal laws of the United States of America, the laws of the State of Colorado shall govern the validity, interpretation, construction, performance and enforcement of this Assignment, excluding the choice of laws provisions of the State of Colorado.

7. Notices. All notices and other communications under this Assignment shall be in writing and shall be deemed to have been duly given when delivered personally, delivery charges prepaid, or three (3) business days after being sent by registered or certified mail (return receipt requested), postage prepaid, or one (1) business day after being sent by a nationally recognized express courier service, postage or delivery charges prepaid, to the Parties at their respective addresses stated below. Notices may also be given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within twenty-four (24) hours thereafter by a signed original sent in the manner provided in the preceding sentence. Either Party may change its address(es) for notices by giving notice of the new address(es) to the other Party in accordance with the provision of this Section 7, except that any notice of such change of address shall not be effective unless and until received.

If to Assignor to: Matthew Parrish LaCasse
 P.O. Box 4860
 Boulder, CO 80306

If to Assignee to: Birch Benders, Inc.
 P.O. Box 4860
 Boulder, CO 80306

8. Headings. The headings of the Sections of this Assignment are for convenience of reference only and are not to be considered in construing the terms and provisions of this Assignment.

9. Waivers. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act that would have originally constituted a violation, from having the effect of an original violation.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment shall become effective when each Party to this Assignment shall have received a counterpart hereof signed by the other Party to this Assignment.

11. Severability; Enforcement. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the Parties will

attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:



Matthew Parrish LaCasse

**ASSIGNEE:
Birch Benders, Inc.**

By: 

Matthew Parrish LaCasse
Its President

Schedule A

(Assignor's Marks)

- BIRCH BENDERS (USPTO Reg. No. 4371760)
- BIRCH BENDERS MICRO PANCAKERY (USPTO Reg. No. 4605151)
- HEALTH NUT (USPTO Application Serial No. 86471635)
- PROTEIN NUT (USPTO Application Serial No. 86471454)