

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BB Holdings, Inc.	FORMERLY Birch Benders, Inc.	01/28/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Birch Benders, LLC		
Street Address:	5701 W. 25th Ave.		
Internal Address:	Ste A		
City:	Edgewater		
State/Country:	COLORADO		
Postal Code:	80214-1206		
Entity Type:	Limited Liability Company: 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: 7			

OP \$115.00 4371760

source=Art of Am Re Name Change#page1.tif

source=Art of Am Re Name Change#page2.tif

source=Art of Am Re Name Change#page3.tif

source=IP Assignment from BB Holdings, Inc. to Birch Benders, LLC (1-28-15)#page1.tif

source=IP Assignment from BB Holdings, Inc. to Birch Benders, LLC (1-28-15)#page2.tif

source=IP Assignment from BB Holdings, Inc. to Birch Benders, LLC (1-28-15)#page3.tif

source=IP Assignment from BB Holdings, Inc. to Birch Benders, LLC (1-28-15)#page4.tif



Colorado Secretary of State
 Date and Time: 01/06/2015 09:11 AM
 ID Number: 20111280560
 Document number: 20151010613
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Amended and Restated Articles of Incorporation

filed pursuant to §7-90-301, et seq. and §7-110-107 and §7-90-304.5 of the Colorado Revised Statutes (C.R.S.)

ID number: 20111280560

1. Entity name: Birch Benders, Inc.
 (If changing the name of the corporation, indicate name before the name change)

2. New Entity name: BB Holdings, Inc.
 (if applicable)

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____
 (mm/dd/yyyy)

or

If the corporation's period of duration as amended is perpetual, mark this box:

5. The amended and restated constituent filed document is attached.

6. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

7. (Optional) Delayed effective date: _____
 (mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

BIRCH BENDERS, INC.

ARTICLES OF AMENDMENT

BIRCH BENDERS, INC., a Colorado corporation, having its principal office at P.O. Box 4860, Boulder, CO 80306 (hereinafter referred to as the "Corporation"), hereby certifies to the Secretary of State that:

FIRST: The Articles of Incorporation of the Corporation are hereby amended by deleting therefrom in its entirety Article II and by substituting in lieu thereof the following new Article II:

"ARTICLE II

Name

The name of the corporation (which is hereafter called the "Corporation") is "BB Holdings, Inc."

Dated this 6 day of January, 2015

The (a) name or names, and (b) mailing addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Shawn L. McIntire, Esq., Donelson Barry, LLC 8001 Arista Place, Suite 400, Broomfield, CO 80021.

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of January 28th, 2015 (the "Effective Date"), is between BB Holdings, Inc., a Colorado corporation (the "Assignor"), and Birch Benders, LLC, a Colorado limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and domain name registrations described on Schedule A attached hereto (collectively, the "Intellectual Property"); and

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement (the "Contribution Agreement"), dated as of the date hereof, pursuant to which Assignor has agreed to assign all of its right, title and interest in and to the Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the transactions contemplated by the Contribution Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Intellectual Property, including without limitation all right, title, and interest in all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Intellectual Property, and the right to collect and retain the proceeds therefrom, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill of the business symbolized thereby.

2. Further Assurances. The Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein. Without limiting the foregoing, the Assignor agrees to, on the Effective Date or, if not possible to do so on the Effective Date, as soon thereafter as possible, but in no event more than five (5) days after the Effective Date, take any actions necessary, including the execution, acknowledgement and delivery of any necessary domain name transfer documents reasonably requested by Assignee, to change the administrative contact and the technical contact for the domain name registrations included in the Intellectual Property to that of Assignee (or its designee), and otherwise effect the conveyance and assignment of the domain name registrations to Assignee.

3. Contribution Agreement. This Assignment is subject to the terms and conditions of the Contribution Agreement, which provisions are incorporated herein by reference, and

constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment.

4. Binding Provisions. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

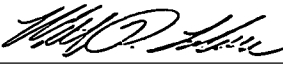
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to any conflicts of laws provisions.


[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment as of the Effective Date.

BB Holdings, Inc.

BIRCH BENDERS, LLC

By:  _____

By:  _____

Name: Matthew LaCasse
Title: President

Name: Matthew LaCasse
Title: President

SCHEDULE A

Trademarks:

Mark	Reg. No.
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

Domain Registrations:

birchbendersfoods.com
birchbendersfoods.info
pancakeporn.com
buypancakes.com
bbpancakes.com
birchbenderfoods.com
birchbenderfood.com
birchbender.com
birchbendersfood.com
ratepancakes.com
proteinnut.com
matthewlacasse.com
birchbenders.com