

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377874

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900356873

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coffeelcon, LLC		03/02/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Coffeelcon, LLC
Street Address:	2874 Shelter Creek Court
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54313
Entity Type:	Limited Liability Company: WISCONSIN

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3869581	COFFEEICON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9204995700
Email: rkornowske@gerberslaw.com
Correspondent Name: Gerbers Law
Address Line 1: 2391 Holmgren Way
Address Line 2: Attn: Ross Kornowske
Address Line 4: Green Bay, WISCONSIN 54304

NAME OF SUBMITTER:	Ross R. Kornowske
SIGNATURE:	/Ross R. Kornowske/
DATE SIGNED:	03/24/2016

Total Attachments: 4

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source=Executed Trademark Assignment Agreement#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CoffeeIcon, LLC

- Individual(s)
- Partnership
- Corporation- State: LLC - TEXAS
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 3-2-2016

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CoffeeIcon, LLC

Street Address: 2874 Shelter Creek Court

City: Green Bay

State: WI

Country: United States Zip: 54313

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77938033

B. Trademark Registration No.(s)

3869581

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

NOV 2, 2010

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gerbers Law, S.C.

Internal Address: Attn: Ross Kornowski

Street Address: 2391 Holmgren Way, Ste. A

City: Green Bay

State: WI Zip: 54304

Phone Number: 920-499-5700

Docket Number: _____

Email Address: rkornowski@gerberlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature
Mike Ferguson
Name of Person Signing

3-2-16
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is being made and entered into this 1 day of MARCH, 2016, by and between CoffeeIcon, LLC, a Texas limited liability company ("Assignor") and CoffeeIcon, LLC, a Wisconsin limited liability company ("Assignee").

WHEREAS, Assignor executed an Asset Purchase Agreement dated March 1, 2016, for the sale of certain assets of Assignor; and

WHEREAS, the Asset Purchase Agreement requires that Assignor assign to Assignee the trademark "CoffeeIcon", Serial No. 77938033 (the "Trademark"); and

WHEREAS, Assignor agrees to assign and transfer the Trademark to Assignee in exchange for the consideration set forth herein.

NOW, THEREFORE, in consideration of the terms and provisions of the Asset Purchase Agreement, the parties agree as follows:

1. ASSIGNMENT AND TRANSFER OF THE TRADEMARK. Assignor hereby assigns and transfers all of its rights, title, and interest in and to the Trademark, including all goodwill associated therewith, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization.

2. CONSIDERATION FOR THE TRADEMARK. Consideration for this assignment is the Asset Purchase Agreement between Assignor and Assignee dated March , 2016.

3. **RECORDING OF ASSIGNMENT AND REGISTRATION FEES.** Upon execution hereof, Assignor shall file an assignment of the Trademark with the U.S. Patent and Trademark Office, in favor of the Assignee, with exclusive rights to the benefit of the Assignee commencing upon execution of this Agreement. Assignee shall bear all assignment fees incurred hereby.

4. **REPRESENTATIONS AND WARRANTIES.** Assignor hereby represents and warrants as follows:

4.1 CoffeeIcon, LLC is a Texas limited liability company duly organized and validly existing under the laws of the State of Texas.

4.2 Assignor has the exclusive possession of the Trademark and no rights or equity of any third party is prejudiced due to the using of the Trademark.

4.3 There is no litigation or any other dispute arising from or relating to the Trademark.

4.5 The execution of this Agreement shall constitute a legal, valid and binding agreement between Assignor and Assignee, enforceable against Assignor in accordance the terms and provisions thereof.

4.6 Assignor has never previously assigned or transferred the Trademark to any third party.

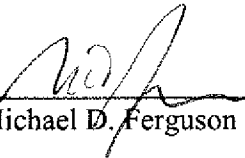
5. **APPLICABLE LAW.** This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of law principles.


6. **SEVERABILITY.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed
as of the date first set forth above.

COFFEEICON, LLC, Texas

COFFEEICON, LLC, Wisconsin

By: 
Michael D. Ferguson

By: 
Troy Wolf

Its: Managing Member

Its: Manager