

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384903

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900363054 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hiatt Manufacturing Inc. | | 04/19/2016 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Classic Brands, LLC | | |
| Street Address: | 3600 South Yosemite Street | | |
| Internal Address: | Suite 1000 | | |
| City: | Denver | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80237 | | |
| Entity Type: | Limited Liability Company: COLORADO | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86565062 | EARLY BIRD | |
| Registration Number: | 4697158 | SWEET TWEET | |
| Serial Number: | 86200261 | SNACKS'N'TREATS | |
| Registration Number: | 2822134 | GREEN ESTEEM | |
| Registration Number: | 3897332 | BELLE FLEUR | |
| 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: | 303.583.8275 | | |
| Email: | uspt@polsinelli.com | | |
| Correspondent Name: | Maggie Arcaro | | |
| Address Line 1: | 1515 Wynkoop, Suite 600 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 068164513405 | | |
| NAME OF SUBMITTER: | Margaret M. Arcaro | | |
| SIGNATURE: | /Margaret M. Arcaro/ | | |

DATE SIGNED:

05/19/2016

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Assignment**") is made this 19th day of April, 2016 (the "**Effective Date**") by Hiatt Manufacturing, Inc., a Minnesota corporation with an address of 4410 Theurer Blvd., Winona, MN 55987 ("**Assignor**"), in favor of CLASSIC BRANDS, LLC, a Colorado limited liability company with an address of 3600 South Yosemite Street, Suite 1000, Denver, CO 80237 ("**Assignee**").

RECITALS

WHEREAS, pursuant to that certain Stock Purchase Agreement dated as of January 8, 2016 by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignee purchased 100% of the outstanding shares of Assignor;

WHEREAS, Assignor now wishes to transfer and assign to Assignee all right, title and interest in and to its registered and unregistered domain names ("**Domains**"), trademarks ("**Trademarks**") and patents ("**Patents**") listed on Exhibit A hereto (collectively, the "**Intellectual Property**"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement and otherwise, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Domain Assignment. Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest in and to the Domains, specifically including, without limitation: (i) any and all domain name registrations relating to the Domain Names; (ii) any and all common law rights relating to the Domains and variations thereof throughout the world, together with all of the goodwill associated therewith and which is symbolized by the foregoing; and (iii) any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements and uses thereof, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Trademark Assignment. Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor's rights, title and interest in and to the Trademarks, in the United States of America and any foreign counties, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all

of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

3. Patent Assignment. Assignor hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, full and exclusive right, title, and interest, throughout the world, in the Patents, including all past, present, and future income, royalties, and damages and all payments now or hereafter due or payable with respect thereto, and all causes of action, either in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned hereunder, and also including:

- (a) the inventions as set forth and described in the specifications of any patent applications identified in Exhibit A prepared, executed, to be executed, or not executed by Assignor therefor, preparatory to obtaining one or more patents of the United States and/or countries foreign thereto, whether prepared, executed, and/or filed as a provisional application and/or a non-provisional application;
- (b) the application(s) therefore, including the applications identified in Exhibit A;
- (c) any and all provisionals and non-provisionals, refilings, divisions, continuations, and continuations-in-part of the application(s);
- (d) any and all patents of the United States of America that may issue from the application(s), refilings, divisions, continuations, and continuations-in-part, including those identified in Exhibit A;
- (e) any and all reissues, reexaminations, and extensions of patents of the United States of America;
- (f) any and all applications for patents for or upon the inventions that may be filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of the foreign-filed applications; and
- (h) all past, present, and future damages to, and rights to enforce/litigate, any of the above.

All of the above shall be held and enjoyed by Assignee for Assignee's own use and benefit, and for Assignee's successors, legal representatives, and assigns, to the full end of the term of each Patent.

4. Further Actions. Assignor does hereby authorize Assignee to file and record this assignment with the U.S. Patent and Trademark Office. Assignor will take such actions and

execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder, including, without limitation, appropriate actions required to execute the transfer of all Domains into Assignee's name and with the domain name registrar of Assignee's choice. If Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property into Assignee's name, including transferring the domain names to Assignee's domain name registrar of choice, or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

5. Successor and Assigns. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

6. Governing Law. Except to the extent that federal law may preempt state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

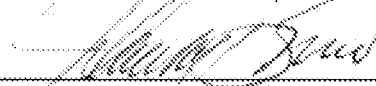
7. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment with the intent to be legally bound as of the Effective Date.

ASSIGNOR:

HIATT MANUFACTURING, INC.

By: 

John Bruno, President

Assignee acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Intellectual Property and the associated goodwill;

IN TESTIMONY WHEREOF, Assignee has executed this Assignment as of the Effective Date.

ASSIGNEE:

CLASSIC BRANDS, LLC

By: 
Robert W. Donegan, Chief Executive Officer

EXHIBIT A

INTELLECTUAL PROPERTY

1. Domain Names:

| Domain | Registrar |
|--|------------------------|
| www.hiattmfg.com | WILD WEST DOMAINS, LLC |
| www.bellefleurbird.com | WILD WEST DOMAINS, LLC |
| www.greenesteem.com | WILD WEST DOMAINS, LLC |
| www.stokesselect.com | REGISTER.COM, INC. |
| www.esteemgarden.com | WILD WEST DOMAINS, LLC |

2. Trademarks:

| Trademark | Jurisdiction | Ser. No. / Reg. No. | Status |
|------------------|---------------------|-----------------------------|---------------|
| GREEN ESTEEM | US | SN: 76360543 RN: 2822134 | Registered |
| BELLE FLEUR | US | SN: 85037808 RN: 3897332 | Registered |
| EARLY BIRD | US | SN: 86565062 | Pending |
| SWEET TWEET | US | SN: 86200212 RN: 4697158 | Registered |
| SNACKS'N'TREATS | US | SN: 86200261 | Abandoned |

Patents:

| Title | Jurisdiction | App. No. / Patent No. | Status |
|-------------------|---------------------|---|---------------|
| TOMATO PLANT CAGE | US | App. No.: 29/291,694 Patent No. D604,528 | Registered |