

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Chip V LLC		02/20/2015	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Viabella Holdings, LLC		
Street Address:	9 Kendrick Road		
City:	Wareham		
State/Country:	MASSACHUSETTS		
Postal Code:	02571		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2040747	PORTAL	
CORRESPONDENCE DATA			
Fax Number:	7813223757		
<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:	781 322 3700		
Email:	kkuzinevich@walkerdimarcopc.com		
Correspondent Name:	Kathryn A Kuzinevich, Esq.		
Address Line 1:	350 Main Street, First Floor		
Address Line 4:	Malden, MASSACHUSETTS 02148		
NAME OF SUBMITTER:	Kathryn A. Kuzinevich, Esq		
SIGNATURE:	/Kathryn A. Kuzinevich/		
DATE SIGNED:	09/02/2016		
Total Attachments: 3			
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OP \$40.00 2040747

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment") is made and entered into effective as of February 20, 2015, by and between Blue Chip V LLC, a Delaware limited liability company (the "Assignor"); and Viabella Holdings, LLC, a Massachusetts limited liability company (the "Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated effective February 20, 2015 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell, and Assignee agreed to purchase through a private sale under the UCC (the "UCC Sale"), all of the right, title and interest of Marian Heath Greeting Cards, LLC, a Delaware limited liability company (the "Company") in and to the Transferred Collateral, which consists of substantially all of the personal property assets of the Company used in connection with its Business, including the Company's intellectual property rights and interests more particularly described in Section 1.1.4 of the Purchase Agreement (the "Intellectual Property"). All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

B. Assignor and Assignee now desire to confirm the conveyance of all right, title and interest of the Company in and to the Intellectual Property to Assignee as a result of the UCC Sale.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Subject to the terms of the Purchase Agreement (including, without limitation, Article 6) and in accordance with Sections 9-610 and 9-617(a) of the UCC, Assignor hereby sells, conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts all of the Company's right, title and interest in and to the Intellectual Property.

2. Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this IP Assignment in accordance with the Purchase Agreement. To the extent that any provision of this IP Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

3. Each party has all necessary power and authority to execute and deliver this IP Assignment and to carry out its obligations hereunder. The execution and delivery of this IP Assignment and the consummation of the transactions contemplated hereby will not conflict with or result in any violation of or default under any provisions of the Operating Agreements of either party. Neither party has received any notice of any violation of, or default with respect to, any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to either of them.

4. This IP Assignment may be executed by manual or facsimile signature or email signature sent in .pdf or .tif format in any number of counterparts, each of which shall be an original, but which together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this IP Assignment as of the day and year first above written.

ASSIGNOR:


Blue Chip V LLC

By: Blue Chip Partners LLC, its Manager

By: _____
Name: John H. Wyant
Its: Manager

ASSIGNEE:

Viabella Holdings, LLC
a Massachusetts limited liability company

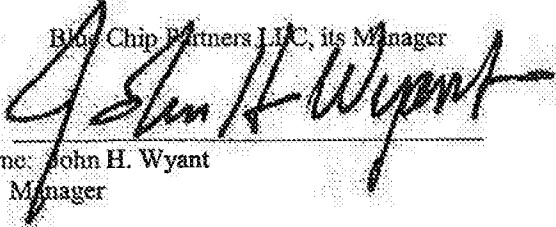
By:  _____
Name: Marc Salkovitz
Its: Manager

IN WITNESS WHEREOF, Assignor and Assignee have executed this IP Assignment as of the day and year first above written.

ASSIGNOR:

Blue Chip V LLC

By: Blue Chip Partners LLC, its Manager

By: 
Name: John H. Wyant
Its: Manager

ASSIGNEE:

Viabella Holdings, LLC
a Massachusetts limited liability company

By: _____
Name: Marc Salkovitz
Its: Manager