

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Droll Yankees, Inc.		07/20/2017	Corporation: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLASSIC BRANDS, LLC		
<b>Street Address:</b>	3600 South Yosemite Street, Suite 1000		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80237		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4868399	RUBY SIPPER	
Registration Number:	4545422	AMERICAN BIRD	
Registration Number:	4269768	TWEET SPOT	
Registration Number:	4200043	BUY IT ONCE, ENJOY IT FOR LIFE	
Registration Number:	4358576	WILD BIRD HOT SPOT	
Registration Number:	3916982	BOTTOMS UP	
Registration Number:	3593108	CLEVER CLEAN	
Registration Number:	3331808	JUST FEED BIRDS AND MAKE A WORLD OF DIFF	
Registration Number:	3218868	BIRD LOVERS JUST FOR THE FUN OF IT!	
Registration Number:	2988716	THE WORLD'S BEST BIRD FEEDERS	
Registration Number:	2991432	FINCH FLOCKERS	
Registration Number:	2882664	YANKEE DIPPER	
Registration Number:	2882665	YANKEE WHIPPER	
Registration Number:	2880127	YANKEE TIPPER	
Registration Number:	2478496	YANKEE FLIPPER	
Registration Number:	2272874	NECTAR GUARD	
Registration Number:	2105479	THE NEW GENERATION	
Registration Number:	1965988	JAGUNDA	
Registration Number:	1547442	SKY HOOK	

CH \$590.00 4868399

Property Type	Number	Word Mark
Registration Number:	1265040	SEED SAVER
Registration Number:	1173317	THE WINNER
Registration Number:	1053952	BIG TOP
Registration Number:	0988043	DROLL YANKEES

**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:** 404.253.6275

**Email:** uspt@polsinelli.com

**Correspondent Name:** Maggie M. Arcaro

**Address Line 1:** 1201 West Peachtree Street Suite 1100

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	068164513405
<b>NAME OF SUBMITTER:</b>	Joy Willard, Paralegal
<b>SIGNATURE:</b>	/Joy Willard/
<b>DATE SIGNED:</b>	07/27/2017

**Total Attachments: 11**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”) is made this 20th day of July, 2017 (the “*Effective Date*”) by Droll Yankees, Inc., a Rhode Island corporation with an address of 109 Connecticut Mills Avenue, Danielson, CT 06239 USA (“*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**, Assignor wishes to transfer and assign to Assignee all right, title and interest in and to its registered and unregistered domain names (“*Domains*”), works subject to copyright (“*Copyrights*”), trademarks (“*Trademarks*”), and patents (“*Patents*”), as further described in Exhibits A through D, respectively, attached 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 on the terms set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, 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. Copyright 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 Copyrights, together with the goodwill connected with and symbolized by such Copyrights, including but not limited to all rights in the applicable registrations and/or applications thereof, all rights to secure copyright registration therein and to any resulting registration in Assignee’s name as claimant, the right to secure renewals, reissues, and extensions of any such copyright or copyright registration in the United States of America or any foreign country, and the right to all causes of action and remedies related thereto.

3. 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.

4. 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 D 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 D;
- (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 D;
- (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.

5. Further Actions. Assignor does hereby authorize Assignee to file and record this assignment with the U.S. Patent and Trademark Office and the United States Copyright 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.

6. 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.

7. 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 Delaware without giving effect to the principles of conflicts of laws thereof.

8. 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:**

DROLL YANKEES, INC.

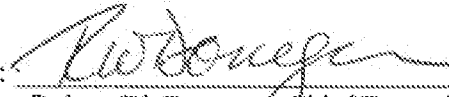
By: Betty P. Puckett  
Name: Betty P. Puckett  
Title: President

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. Donegar, Chief Executive Officer

**EXHIBIT A**  
**Domain Names**

<b>Domain</b>	<b>Registrar</b>
drollyankees.com	Perfect Privacy, LLC
drollyankee.com	Whois Privacy Services Pty Ltd
justfeedbirds.com	Perfect Privacy, LLC
yankeeflipper.com	Perfect Privacy, LLC
Justfeedthebirds.com	Droll Yankees

Exhibit A



**EXHIBIT B**  
**Copyrights**

<b>TITLE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
Bird feeders by Droll Yankees, Inc.	TX0000411404	1979
The Vocally versatile mockingbird: recorded & narrated by Samuel A. Grimes/photo by Samuel A. Grimes	VA0000034859	1979
The Winner: Droll Yankees new window feeder	TX0000554578	1980
The Winner: Droll Yankees window feeder	VA0000065716	1980

Exhibit B

**TRADEMARK**  
**REEL: 006115 FRAME: 0594**

**EXHIBIT C**  
**Trademarks**

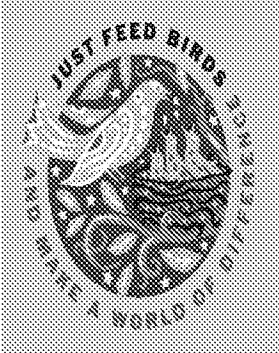

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
RUBY SIPPER	U.S.	RN: 4,868,399
AMERICAN BIRD	U.S.	RN: 4,545,422
TWEET SPOT	U.S.	RN: 4,269,768
BUY IT ONCE, ENJOY IT FOR LIFE	U.S.	RN: 4,200,043
WILD BIRD HOT SPOT	U.S.	RN: 4,358,576
BOTTOMS UP	U.S.	RN: 3,916,982
CLEVER CLEAN	U.S.	RN: 3,593,108
	U.S.	RN: 3,331,808
	U.S.	RN: 3,218,868
THE WORLD'S BEST BIRD FEEDERS	U.S.	RN: 2,988,716

Exhibit C

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
FINCH FLOCKERS	U.S.	RN: 2,991,432
YANKEE DIPPER	U.S.	RN: 2,882,664
YANKEE WHIPPER	U.S.	RN: 2,882,665
YANKEE TIPPER	U.S.	RN: 2,880,127
YANKEE FLIPPER	U.S.	RN: 2,478,496
NECTAR GUARD	U.S.	RN: 2,272,874
THE NEW GENERATION	U.S.	RN: 2,105,479
JAGUNDA	U.S.	RN: 1,965,988
SKY HOOK	U.S.	RN: 1,547,442
SEED SAVER	U.S.	RN: 1,265,040
THE WINNER	U.S.	RN: 1,173,317
BIG TOP	U.S.	RN: 1,053,952
DROLL YANKEES	U.S.	RN: 988,043
DROLL YANKEES	W.O.	RN: 957,739
DROLL YANKEES	CH	RN: P-362,615
DROLL YANKEES	DE	RN: 1,119,294

Exhibit C

**EXHIBIT D**  
**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>App. No. / Patent No. File Date / Issue Date</b>
Bird Feeder	U.S.	App No. 29/592,087 Filed: 1/26/2017
Bird Feeder Perch Extension	U.S.	App. No. 14/842,681 Filed: 9/1/2015
Feed-Level Controlled Dispenser	U.S.	Pat. No. 8,863,690 Issued: 10/21/2014
Bird Feeder	U.S.	Pat. No. 8,662,015 Issued: 03/04/2014
Bird Feeder	U.S.	Pat. No. 8,316,800 Issued: 11/27/2012
Support System for Bird Feeder	U.S.	Pat. No. 8,272,607 Issued: 8/8/2008
Perch for Bird Feeder	U.S.	Pat. No. D646,027 Issued: 09/27/2011
Bird Feeder	U.S.	Pat. No. 8,006,946 Issued: 08/30/2011
Knock-Down Bird Feeder with Interlocking Port	U.S.	Pat. No. 7,946,248 Issued: 05/24/2011
Bird Feeder	U.S.	Pat. No. 7,827,936 Issued: 11/09/2010
Suspension System for a Bird Feeder	U.S.	Pat. No. 7,740,216 Issued: 06/22/2010
Bird Feeder	U.S.	Pat. No. 7,634,974 Issued: 12/22/2009
Bird Feeder	U.S.	Pat. No. 7,516,716 Issued: 04/14/2009
Suspension System for a Bird Feeder	U.S.	Pat. No. 7,252,275 Issued: 08/07/2007
Selective Bird Feeder	U.S.	Pat. No. 7,237,507 Issued: 07/03/2007
Bird Feeder	U.S.	Pat. No. D539,991 Issued: 04/03/2007

Exhibit D

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	U.K.	Pat. No.	247,628
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Exhibit D