

900418347 08/23/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REMEMBRANCE PRODUCTS GROUP, LLC		07/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MATTHEWS RESOURCES, INC.		
Street Address:	1105 N. Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4761501	BEREMEMBERED	
Registration Number:	4819300	BEREMEMBERED.COM	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	412-454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	132258: 51311 and 51321		
NAME OF SUBMITTER:	Aparna NEMLEKAR		
SIGNATURE:	/Aparna NEMLEKAR/		
DATE SIGNED:	08/23/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), made effective as of July 21, 2017, is by and between REMEMBRANCE PRODUCTS GROUP, LLC, having an address at 10944 Marsh Road, Aurora, Indiana 47001 ("Assignor"), and MATTHEWS RESOURCES, INC., a Delaware Corporation, having an address of 1105 N. Market Street, Suite 1300, Wilmington, DE 19801 ("Assignee" and together with Assignor, the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks identified in Schedule A (hereinafter, the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks and in and to any and all Certificates of Registration of the United States and foreign countries that may be obtained therefor;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with all goodwill associated with the Trademarks, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.

2. Title. Assignor hereby represents and warrants that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

[signature page follows]

SCHEDULE A

Mark	Country	Int. Class	App. No.	Reg. No.	Status
BEREMEMBERED.COM	US	42	86/337,990	4819300	Registered
BEREMEMBERED	US	42	86/240,158	4761501	Registered

IN WITNESS WHEREOF, the Parties have agreed to this Assignment as of the date first above written.

REMEMBRANCE PRODUCTS GROUP, MATTHEWS RESOURCES, INC.
LLC

By: B. D. Walters

By: [Signature]

Name: Brian D. Walters

Name: David F. Beck

Title: Secretary

Title: Vice President and Treasurer

Date: 7/24/2017

Date: 7/24/17

STATE OF: Pennsylvania)
COUNTY OF: Allegheny)

ss.

On this 24th day of July, 2017, before me, a Notary Public, the undersigned officer, personally appeared BRIAN D. WALTERS, to me known (or satisfactorily proven) to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Rozzanna J. Bonesso

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rozzanna J. Bonesso, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES