

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORSEMEN'S PRIDE, INC.		03/09/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	FYF-JB, LLC		
Street Address:	143 MILL ROCK ROAD EAST		
City:	OLD SAYBROOK		
State/Country:	CONNECTICUT		
Postal Code:	06475		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5095047	JOLLY TUG	
Registration Number:	2158871	JOLLY PETS	
Registration Number:	2161894	JOLLY BALL	
Registration Number:	2890342	JOLLY CRITTERS	
Registration Number:	2926391	STALL SNACK	
Registration Number:	3555042	MONSTER MOUTH	
Registration Number:	3815205	MONSTER BALL	
CORRESPONDENCE DATA			
Fax Number:	2162412824		
<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:	216-621-0150		
Email:	TRADEMARKS@HAHNLA.W.COM		
Correspondent Name:	HAHN LOESER & PARKS LLP		
Address Line 1:	200 PUBLIC SQUARE, SUITE 2800		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	116494.00010		
NAME OF SUBMITTER:	AMANDA H. WILCOX		
SIGNATURE:	/AMANDA H. WILCOX/		

CH \$190.00 5095047

DATE SIGNED:	03/28/2018
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*") is made and entered into as of March 9, 2018, between Horsemen's Pride, Inc., an Ohio corporation ("*Assignor*"), and FYF-JB, LLC, a Delaware limited liability company ("*Assignee*").

RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "*Trademarks*");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks, and Assignor desires to assign the Trademarks to Assignee pursuant to that certain Contribution Agreement, dated as of the date hereof, between Assignor, and Robert Miavitz, an individual and the sole shareholder of Assignor, on the one hand, and From You Flowers, LLC, a Delaware limited liability company, and Assignee, on the other hand.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any liens or encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to use commercially reasonable efforts to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at

Assignee's expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's sole expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties to the extent pertaining to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

This Trademark Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

Assignor:

HORSEMAN'S PRIDE, INC.

By: 

Name: Robert Miavitz

Title: President

Assignee:

FYF-JB, LLC

By: _____

Name: _____

Title: _____

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

Assignor:

HORSEMEN'S PRIDE, INC.

By: _____

Name: _____

Title: _____

Assignee:

FYE-JB, LLC

By:  _____

Name: MICHAEL C. CARTER

Title: CHAIRMAN

Schedule A

U.S.Trademark	Status	Class	Registration Date	Registration Number
Jolly Tug (word) (U.S.)	Registered	28	12/6/2016	5095047
Jolly Pets (toys) (U.S.)	Registered	28	5/19/1998	2158871
Jolly Ball (toys) (U.S.)	Registered	28	6/2/1998	2161894
Jolly Critters (toys) (U.S.)	Registered	28	9/28/2004	2890342
Stall Snack (word) (U.S.)	Registered	31	2/15/2005	2926391
Monster Mouth (word) (U.S.)	Registered	28	12/30/2008	3555042
Monster Ball (word) (U.S.)	Registered	28	7/6/2010	3815205