

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487320

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/31/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RICH BRANDS, LLC		04/30/2018	Limited Liability Company: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	CLAIRE BURKE LLC
<b>Street Address:</b>	4760 MERLENDALE NW
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30327
<b>Entity Type:</b>	Limited Liability Company: GEORGIA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	1358774	APPLEJACK & PEEL
<b>Registration Number:</b>	1475569	CHRISTMAS MEMORIES
<b>Registration Number:</b>	0612869	VAPOURRI

## 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: (623) 537-7771  
 Email: SAINTLAW@AOL.COM  
 Correspondent Name: REBECCA NITTLE  
 Address Line 1: 9409 W. ELM STREET  
 Address Line 4: PHOENIX, ARIZONA 85037

<b>NAME OF SUBMITTER:</b>	REBECCA NITTLE
<b>SIGNATURE:</b>	/REBECCA NITTLE/
<b>DATE SIGNED:</b>	08/24/2018

## Total Attachments: 3

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**TRADEMARK ASSIGNMENT**

Nunc Pro Tunc  
for the  
United States and Worldwide

**WHEREAS** this Assignment Agreement ("Assignment Agreement") is made as of the date given below, effective nunc pro tunc as of December 31, 2016, by and between Assignor and Assignee (both foregoing parties identified with specificity herein below) to confirm and memorialize in recordable form the trademark assignments made and effected pursuant to that certain Asset Purchase Agreement dated December 31, 2016 ("Asset Purchase Agreement"); and

**WHEREAS**, Rich Brands LLC, a limited liability company formed under the laws of the State of Georgia, having a place of business at 4760 Merlendale Drive, NW, Sandy Springs, Georgia 30327 ("Assignor") is the owner of the trademark "CLAIRE BURKE," including registrations thereof and other marks and registrations thereof identified in Schedule "A," including any common law rights that may exist and are associated therewith ("the Marks") along with the goodwill symbolized thereby in the U.S. and worldwide; and

**WHEREAS**, Claire Burke, LLC, a limited liability company organized and existing under the laws of the State of Georgia ("Assignee"), desires to acquire the Marks and registrations thereof together with the goodwill symbolized thereby in the United States and worldwide; and

**NOW, THEREFORE**, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns all right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including any registrations that may have issued or applications that are pending in Assignor's name for the Marks in the United States and worldwide. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement, dilution, misuse, misappropriation or other violation of intellectual property rights relating to the Marks. Assignor further sells, assigns and transfers unto Assignee all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

Assignor covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary including the execution and delivery of declarations, affidavits or other documents, to enable Assignee to record assignment of the Marks from Assignor to Assignee, and to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are

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incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment Agreement, the terms of the Asset Purchase Agreement shall govern.

This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

This assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the federal laws of the United States and the laws of the State of Georgia.

This assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this assignment.

IN WITNESS WHEREOF, the Assignor has executed and delivered unto Assignee this instrument this 30<sup>th</sup> day of April, 2018, effective nunc pro tunc as of the 31<sup>st</sup> day of December, 2016.

ASSIGNOR  
RICH BRANDS, LLC  
a Georgia limited liability company

By:   
Name: Richard Neill  
Title: Manager and Member

The foregoing agreed to and accepted by:

ASSIGNEE  
CLAIRE BURKE, LLC  
a Georgia limited liability company

By:   
Name: Richard Neill  
Title: Manager and Member

SCHEDULE "A"  
to  
U.S. TRADEMARK ASSIGNMENT

Mark	Reg. No.	Reg. Date
APPLEJACK & PEEL	1,358,774	9/10/1985
CHRISTMAS MEMORIES	1,475,569	2/9/1988
<i>VAPOURRI</i> (stylized script)	612,869	9/27/1985

