

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Lucks Company d/b/a Lucks Food Decorating Company		05/30/2019	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	CULPITT II, LLC
Street Address:	3500 Thurston Avenue
City:	Anoka
State/Country:	MINNESOTA
Postal Code:	55303
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1201325	DEC-ONS
Registration Number:	4910473	DESIGNER PRINTS
Registration Number:	1766066	EDIBLE IMAGE
Registration Number:	4896570	ICING DÉCOR
Registration Number:	1181367	LUCKS
Registration Number:	1373240	LUCKS
Registration Number:	2367103	PRINT-ONS
Registration Number:	4939493	SHIMMER RIBBONS
Registration Number:	4804937	SWEET SHAPES

CORRESPONDENCE DATA

Fax Number: 7632089864

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: 763-208-9847

Email: jana.france@fisherbroyles.com

Correspondent Name: Jana L. France, FisherBroyles, LLP

Address Line 1: 4505 Jewel Lane North

OP \$240.00 1201325

Address Line 4: Plymouth, MINNESOTA 55446

NAME OF SUBMITTER: Jana L. France

SIGNATURE: /Jana L. France/

DATE SIGNED: 06/27/2019

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”), dated as of May 31, 2019, is entered into between THE LUCKS COMPANY d/b/a Lucks Food Decorating Company (“**Assignor**”) and CULPITT II, LLC (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement entered into as of the date hereof (the “**APA**”), pursuant to which Assignor agreed to transfer to Assignee, and Assignee agreed to purchase from Assignor, all right, title, and interest in and to all Intellectual Property Assets, including the trademarks identified on the attached Exhibit A-TM, (the “**Marks**”); and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights in the Marks, including the applications and registrations identified on Exhibit A-TM.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A-TM, together with that part of the good will of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Counterparts. This Trademark Assignment may be signed in counterparts, which together shall constitute one agreement. If this Trademark Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Trademark Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed the day and year first above written.

CULPITT II, LLC

By:



Name:

John Anderson

Title:


Chief Executive Officer

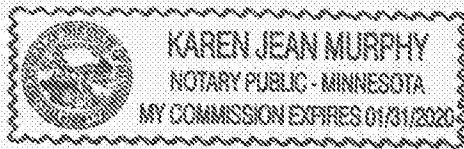
STATE OF MN)

: SS.

COUNTY OF Hennepin

Subscribed and sworn to before me, a Notary Public, this 30 day of May, 2019.


Notary Public




[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed the day and year first above written.

THE LUCKS COMPANY

By:


Name: Carl J. Lucks
Title: CFO

STATE OF Washington : SS.
COUNTY OF King

Subscribed and sworn to before me, a Notary Public, this 30th day of May, 2019.

Becky Rogers
Notary Public 2-19-21



[Signature page to Trademark Assignment Agreement]

EXHIBIT A-TM

Country or Jurisdiction	Mark	Owner	Application Number	Registration Number
State of California	CANNACALS	The Lucks Company	303424	303424
State of Colorado	CANNACALS	The Lucks Company	20161631914	20161631914
State of Oregon	CANNACALS	The Lucks Company	46030	46030
State of Washington	CANNACALS	The Lucks Company	59249	59249
European Union	DEC-ONS	The Lucks Company	1364686	1364686
Japan	DEC-ONS	The Lucks Company	25991/1999	4379022
United Kingdom	DEC-ONS	The Lucks Company	2167181	2167181
U.S.	DEC-ONS	The Lucks Company	73/141,090	1201325
U.S.	DESIGNER PRINTS	The Lucks Company	86/674,903	4910473
Canada	EDIBLE IMAGE	The Lucks Company	815,355	TMA480116
European Union	EDIBLE IMAGE	The Lucks Company	654988	654988
Japan	EDIBLE IMAGE	The Lucks Company	25990/1999	4437269
United Kingdom	EDIBLE IMAGE	The Lucks Company	2015195	2015195
U.S.	EDIBLE IMAGE	The Lucks Company	74/121,342	1766066
European Union	EDIBLE IMAGE PRINT-ONS	The Lucks Company	1341890	1341890

Country or Jurisdiction	Mark	Owner	Application Number	Registration Number
United Kingdom	EDIBLE IMAGE PRINT-ONS	The Lucks Company	2187064	2187064
U.S.	ICING DÉCOR	The Lucks Company	86/464,824	4896570
Canada	LUCKS	The Lucks Company	485,907	TMA276291
Canada	LUCKS and Design	The Lucks Company	485,892	TMA276290
U.S.	LUCKS and Design	The Lucks Company	141,091	1181367
U.S.	LUCKS and Design	The Lucks Company	73/388,050	1373240
Mexico	PIZZA FEST	The Lucks Company	1079902	1154309
Japan	PRINT-ONS	The Lucks Company	25992/1999	4379023
U.S.	PRINT-ONS	The Lucks Company	75/595,126	2367103
U.S.	SHIMMER RIBBONS	The Lucks Company	86/685,380	4,939,493
Canada	SWEET SHAPES	The Lucks Company	1,695,344	TMA953,932
Mexico	SWEET SHAPES	The Lucks Company	1534103	1619318
U.S.	SWEET SHAPES	The Lucks Company	86/246,053	4,804,937