

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530084

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of Membership Interests		
RESUBMIT DOCUMENT ID:	900495462		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAB Holdings, Inc.		04/13/2007	Corporation: COLORADO
JD Ford Holdings Company, LLC		04/13/2007	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Signature Brands, LLC		
Street Address:	1930 SW 38th Street		
Internal Address:	Suite 300		
City:	Ocala		
State/Country:	FLORIDA		
Postal Code:	34474		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2310954	BARE BONES	
Registration Number:	1879719	MELON LIGHTS FOR SUMMER NIGHTS!	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	212.883.4900		
Email:	eweisz@cozen.com		
Correspondent Name:	Edward M. Weisz/Cozen O'Connor		
Address Line 1:	277 Park Avenue		
Address Line 4:	New York, NEW YORK 10172		
ATTORNEY DOCKET NUMBER:	308008.000		
NAME OF SUBMITTER:	Edward M. Weisz		
SIGNATURE:	/Edward M. Weisz/		
DATE SIGNED:	07/01/2019		

Total Attachments: 5

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ASSIGNMENT OF MEMBERSHIP INTERESTS

This ASSIGNMENT OF MEMBERSHIP INTERESTS (the "Assignment") is dated and effective as of April 13, 2007 (the "Effective Date"), by and among GAB Holdings, Inc., a Colorado corporation, and JD Ford Holdings Company, LLC, a Colorado limited liability company (together, the "Assignors"), and Signature Brands, LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignors and Assignee, together with Pumpkin Masters LLC, a Colorado limited liability company (the "Company"), are party to that certain the Purchase Option Agreement, effective as of May 1, 2006 (the "Purchase Option Agreement"), whereby, at the election of Assignee, Assignors have agreed to transfer to Assignee all of the membership interests in the Company held by Assignors; and

WHEREAS, pursuant to the terms of the Operating Agreement of the Company effective as of February 10, 2006 (the "Operating Agreement;" capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Operating Agreement), Assignors are the only Members of the Company and together own all of the membership interests (the "Interests") in the Company; and

WHEREAS, pursuant to the terms of the Purchase Option Agreement and in accordance with this Assignment, each Assignor desires to (i) assign, transfer and convey its Interests to Assignee, and (ii) withdraw from the Company as a Member; and

WHEREAS, Assignee desires to (i) acquire from Assignors all rights and obligations of Assignor in respect of the Interests in accordance with the terms of this Assignment, and (ii) be admitted to the Company as a substituted Member in respect of the Interests.

NOW, THEREFORE, in consideration of the premises and agreements contained herein; the parties hereto agree as follows:

1. *Assignment and Acceptance.* For value received, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Interests owned by such Assignor, free and clear of any liens, claims, encumbrances, security interests or options. Assignee hereby accepts from each Assignor the assignment and transfer of such Assignor's Interests.

2. *Effective Date and Time of Transfer.* Notwithstanding anything in the Operating Agreement to the contrary, for all purposes of the Operating Agreement, upon the execution and delivery of this Assignment by each of the parties hereto, the transfer of the Interests hereunder is effective as of the Effective Date.

JMD
JGB
together with the trademarks and associated goodwill

3. *Admission as a Substitute Member.* Effective as of the Effective Date, Assignee is hereby admitted to the Company as a substitute Member in respect of the Interests, having the rights and ownership interest of a Member in respect of the Interests in accordance with the Operating Agreement, and shall be recognized as a substitute Member by the Company as of the Effective Date.

4. *Withdrawal.* As of the Effective Date, and effective concurrently with the admission of Assignee as a substitute Member of the Company pursuant to Section 3 hereof, each Assignor hereby withdraws as a Member from, and is no longer a Member of, the Company.

5. *Representations of Assignors.* Each Assignor represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform this Assignment; (b) this Assignment has been duly executed and delivered by it; (c) this Assignment is its valid and binding obligation, enforceable against it in accordance with its terms; and (d) it is the sole owner of that percentage of the Interests set forth opposite its name on Schedule I to the Purchase Option Agreement, free and clear of any liens, claims, encumbrances, security interests or options.

6. *Representations of Assignee.* Assignee represents and warrants that (a) it has all requisite power and authority to execute, deliver and perform this Assignment; (b) this Assignment has been duly executed and delivered by it; and (c) this Assignment is its valid and binding obligation, enforceable against it in accordance with its terms.

7. *Waiver by Assignors.* Each Assignor waives (a) its right of first offer contained in Section 7.3 of the Operating Agreement that it would otherwise have been entitled to exercise in connection with this Assignment, and (b) all other provisions of the Operating Agreement and rights of such Assignor provided in the Operating Agreement that could be deemed to have been breached by, or to impair or prohibit, this Assignment.

8. *Future Cooperation.* Assignors and Assignee agree to cooperate at all times from and after the date hereof with respect to any of the matters described herein, and to execute such further documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of, the transactions evidenced by this Assignment.

9. *Binding Effect.* This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10. *Counterparts.* This Assignment may be executed in counterparts, each of which shall be deemed to be an original instrument and all counterparts taken together shall constitute one agreement.

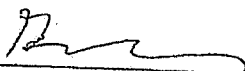
11. *Governing Law.* This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles.

[signature pages follow]

The parties hereto have entered into this Assignment as of the date first written above.

ASSIGNORS:

GAB HOLDINGS, INC.

By: 
Name: Gay A. Burke
Title: President

JD FORD HOLDINGS COMPANY, LLC


By: _____
Name: Joseph M. Durnford
Title: Managing Member

ASSIGNEE:

SIGNATURE BRANDS, LLC

By: _____
Name: James R. Schneider
Title: President and Chief Executive Officer

Pursuant to Section 7.2(b) of the Operating Agreement, Gay A. Burke, in her capacity as the Manager of the Company, consents to the admission of Assignee as a substitute Member of the Company.


Gay A. Burke

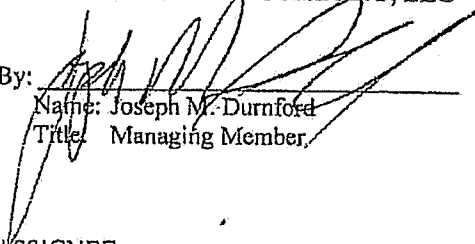
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JD FORD HOLDINGS COMPANY, LLC

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Name: Joseph M. Durnford
Title: Managing Member

ASSIGNEE:

SIGNATURE BRANDS, LLC

By: _____
Name: James R. Schneider
Title: President and Chief Executive Officer

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Gay A. Burke

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ASSIGNORS:

GAB HOLDINGS, INC.

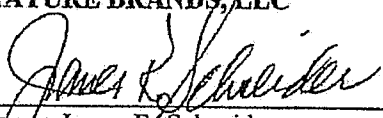
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Title: President

JD FORD HOLDINGS COMPANY, LLC

By: _____
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Title: Managing Member

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SIGNATURE BRANDS, LLC

By: 
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Gay A. Burke