

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601237

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900568042		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZNectar LLC		09/03/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Classic Brands, LLC		
Street Address:	3600 South Yosemite Street		
Internal Address:	Suite 1000		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80237		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4846824	EZNECTAR	
Registration Number:	5138576	FAST-FEEDER	
Registration Number:	4846847	HAPPY HUMMERS!	
Serial Number:	88614806	ORIOLE DELIGHT	
Serial Number:	88614815	BEEZNECTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026268305		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Daniel P. Mullarkey		
Address Line 1:	1401 Eye ("I") Street, N.W., Suite 800		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	068164-435974		
NAME OF SUBMITTER:	Daniel P. Mullarkey		
SIGNATURE:	/Daniel P. Mullarkey/		

DATE SIGNED:	10/05/2020
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made this 3rd day of September, 2020 (the "*Effective Date*") by EZNectar LLC, a Texas limited liability company, with an address of 4241 Woodcock Drive, C110, San Antonio, Texas 78228 USA ("*Assignor*"), in favor of CLASSIC BRANDS, LLC, a Colorado limited liability company, with an address of 3600 South Yosemite Street, Suite 1000, Denver, CO 80237 ("*Assignee*").

RECITALS

WHEREAS, Assignor wishes to transfer and assign to Assignee all right, title and interest in and to its registered and unregistered domain names ("*Domains*"), trademarks ("*Trademarks*"), and patents ("*Patents*"), as further described in Exhibit A attached hereto (collectively, the "*Intellectual Property*"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Intellectual Property on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Domain Assignment. Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest in and to the Domains, specifically including, without limitation: (i) any and all domain name registrations relating to the Domain Names; (ii) any and all common law rights relating to the Domains and variations thereof throughout the world, together with all of the goodwill associated therewith and which is symbolized by the foregoing; and (iii) any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements and uses thereof, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Trademark Assignment. Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, any and all of Assignor's rights, title and interest in and to the Trademarks, in the United States of America and any foreign countries, including, without limitation, all common law rights therein, all rights in the applicable registrations and/or applications thereof, all rights of registration, renewal, and extension thereof, the right to sue for and collect on all claims for damages and profits by reason of past, present and future infringements thereof and all other corresponding rights, together with all of the goodwill and intangible benefits associated therewith, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

4. Patent Assignment. Assignor hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, full and exclusive right, title, and interest, throughout the world, in the Patents, including all past, present, and future income, royalties, and damages and

all payments now or hereafter due or payable with respect thereto, and all causes of action, either in law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned hereunder, and also including:

- (a) the inventions as set forth and described in the specifications of any patent applications identified in Exhibit A prepared, executed, to be executed, or not executed by Assignor therefor, preparatory to obtaining one or more patents of the United States and/or countries foreign thereto, whether prepared, executed, and/or filed as a provisional application and/or a non-provisional application;
- (b) the application(s) therefore, including the applications identified in Exhibit A;
- (c) any and all provisionals and non-provisionals, refilings, divisions, continuations, and continuations-in-part of the application(s);
- (d) any and all patents of the United States of America that may issue from the application(s), refilings, divisions, continuations, and continuations-in-part, including those identified in Exhibit A;
- (e) any and all reissues, reexaminations, and extensions of patents of the United States of America;
- (f) any and all applications for patents for or upon the inventions that may be filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of the foreign-filed applications; and
- (h) all past, present, and future damages to, and rights to enforce/litigate, any of the above.

All of the above shall be held and enjoyed by Assignee for Assignee's own use and benefit, and for Assignee's successors, legal representatives, and assigns, to the full end of the term of each Patent.

5. Social Media Assignment. Assignor hereby assigns, transfers and conveys to Assignee and its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest in and to the Social Media for EZNectar, specifically including, without limitation: (i) any and all social media accounts related to EZNectar, including those identified in Exhibit A; (ii) any and all common law rights relating to the Social Media and variations thereof throughout the world, together with all of the goodwill associated therewith and which is symbolized by the foregoing; (iii) any and all content included in, posted by, or otherwise associated with the Social Media, including any copyrights thereto; and (iv) any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements and uses thereof, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the

Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

6. Further Actions. Assignor does hereby authorize Assignee to file and record this assignment with the U.S. Patent and Trademark Office and the United States Copyright Office. Assignor will take such actions and execute and deliver to Assignee, or any other party designated by Assignee, any further documents or instruments as Assignee may reasonably require to evidence and make effective the assignments hereunder, including, without limitation, appropriate actions required to execute the transfer of all Domains into Assignee's name and with the domain name registrar of Assignee's choice. If Assignee is unable, because of Assignor's unwillingness or for any other reason, to secure Assignor's signatures, approvals or other documents or assistance necessary to transfer the Intellectual Property into Assignee's name, including transferring the domain names to Assignee's domain name registrar of choice, or to otherwise effect the assignments herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact to act for and on Assignor's behalf and stead for the limited purpose of executing, filing and approving the foregoing actions and taking all other lawfully permitted actions to effect the assignments herein with the same legal force and effect as if executed by Assignor.

7. Successor and Assigns. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

8. Governing Law. Except to the extent that federal law may preempt state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

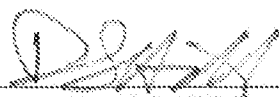
9. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment with the intent to be legally bound as of the Effective Date.

ASSIGNOR:

EZNECTAR LLC

By:  _____
David S. Hill, President & CEO



Assignee acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Intellectual Property and the associated goodwill;

IN TESTIMONY WHEREOF, Assignee has executed this Assignment as of the Effective Date.

ASSIGNEE:

CLASSIC BRANDS, LLC

By: 
Robert W. Donegan, Chief Executive Officer



EXHIBIT A

Trademarks

Serial No.	Registration No.	Mark
86214287	4846824	EZNECTAR
86799262	5138576	FAST FEEDER
85221954	4846847	HAPPY HUMMERS
88614806		ORIOLE DELIGHT
88614815		BEEZNECTAR

Patents

Application No.	Patent No.	Title
61/326,736		Apparatus for Feeding Birds
13/092,285	8,387,567	Hummingbird Feeder Apparatus
13/784,392	8,893,659	Hummingbird Feeder Apparatus
14/455,092	9,192,148	Apparatus for Feeding Birds
14/947,928	9,655,345	Tilting Feeder
15/013,063		

Domain Name

Domain Name	Expires
www.eznectar.com	05/24/2021

Social Media

Social media for EZNectar LLC
Facebook, Instagram, Twitter, Pinterest, LinkedIn, YouTube accounts

Exhibit A

59556266.2