

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIRCH BENDERS, LLC		10/23/2020	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Acadia Acquisition, LLC		
Street Address:	1901 Fourth Street, Suite 200		
City:	Berkley		
State/Country:	CALIFORNIA		
Postal Code:	94710		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4371760	BIRCH BENDERS	
Registration Number:	4605151	BIRCH BENDERS MICRO PANCAKERY	
Registration Number:	5762992	MICRO-PANCAKERY	
Registration Number:	5933819	MAGIC SYRUP	
Serial Number:	88381392	BIRCH BENDERS	
Serial Number:	88812061	FILL YOUR DAYS WITH STACKS OF FUN	
Serial Number:	88501755	A LA CUP	
Serial Number:	88501759	BROWNIE A LA CUP	
Serial Number:	88501763	CAKE A LA CUP	
Serial Number:	88501767	COOKIE A LA CUP	
Serial Number:	88501769	MUFFIN A LA CUP	
Serial Number:	88501774	PANCAKE A LA CUP	
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>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 KING STREET, STE 500		

OP \$315.00 4371760

Address Line 4: Alexandria, VIRGINIA 22314-2727

NAME OF SUBMITTER: Bassam N. Ibrahim

SIGNATURE: /Bassam N. Ibrahim/

DATE SIGNED: 10/26/2020

Total Attachments: 3

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CONFIRMATORY ASSIGNMENT OF TRADEMARKS

This CONFIRMATORY ASSIGNMENT OF TRADEMARKS is made as of October 23, 2020 by the undersigned, Birch Benders, LLC (the "Assignor"), whose principal place of business is _____, to ACADIA Acquisition, LLC (the "Assignee"), whose principal place of business is _____.

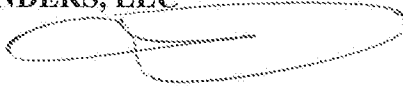
WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement on October 23, 2020 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee executed that certain Intellectual Property Assignment as of October 23, 2020 (the "Effective Date"), whereby Assignor did, for good and valuable consideration, the receipt of which is hereby acknowledged, assign its entire right, title and interest in and to all of its trademarks, registrations therefor, and all other rights ancillary thereto.

NOW, THEREFORE, Assignor does hereby confirm that, as of the Effective Date, it did sell, grant, assign and convey, and it does hereby sell, grant, assign and convey, to Assignee all of Assignor's worldwide right, title and interest in, to and under (a) all of its trademarks, service marks, trade names, and applications, and/or registrations therefor, including, without limitation, those set forth on Schedule A, together with the goodwill of the business associated with the foregoing, and the ongoing and existing business to which the trademarks pertain and with respect to any applications filed in the United States Patent and Trademark Office ("PTO") on the basis of the applicant's intent to use such marks in interstate commerce, as to which evidence of such use has not yet been filed in the PTO, such marks are being assigned to Assignee, which is the successor to the business of Assignee or portion thereof to which such marks pertain, which business is ongoing and existing (the "Trademarks"); (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing. Assignee is a successor to the business of Assignor to which the Trademarks pertain, which is ongoing and existing.

IN WITNESS WHEREOF, the undersigned, through its duly authorized representative has executed this Confirmatory Assignment of Trademarks this 23 day of Oct, 2020, to be effective as of the Effective Date

BIRCH BENDERS, LLC

By: 
Name: Max Calton
Title: CEO
Date: 10-23-2020

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF COLORADO : ss.:
COUNTY OF DENVER)

I, Kimberly L. Wise, the undersigned Notary Public do hereby certify that Matt LaCasse as CEO of Birch Benders, LLC, a Colorado limited liability company, who signed the foregoing Assignment document, was authorized on the 5th day of October, 2020, to execute the foregoing Assignment document on behalf of Birch Benders, LLC, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Kimberly L. Wise
Notary Public

KIMBERLY L. WISE
Notary Public
State of Colorado
Notary ID # 19934014384
My Commission Expires 10-07-2021

SCHEDULE A

FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Reg. No.; App. No.	Mark	Status
4371760; 85/793270	BIRCH BENDERS	Registered
88/161655 5762992	MICRO-PANCAKERY	Registered
4605151; 86/192649	BIRCH BENDERS MICRO PANCAKERY	Registered
88/228900; 5933819	MAGIC SYRUP	Registered
N/A; 88/381392	BIRCH BENDERS	Allowed
N/A; 88/812061	FILL YOUR DAYS WITH STACKS OF FUN	Published
N/A; 88/501755	A LA CUP	Published
N/A; 88/501759	BROWNIE A LA CUP	Published
N/A; 88/501763	CAKE A LA CUP	Published
N/A; 88/501767	COOKIE A LA CUP	Published
N/A; 88/501769	MUFFIN A LA CUP	Published
N/A; 88/501774	PANCAKE A LA CUP	Published