

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651673

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/20/2016
RESUBMIT DOCUMENT ID:	900612337

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAE LLC		04/22/2021	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	BAE, L.L.C.
Street Address:	10813 S River Front Pkwy Ste 410
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095
Entity Type:	Limited Liability Company: WYOMING

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4761745	BEDDY'S
Serial Number:	87002981	BEDDY'S BUDDIES

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: 8013756600
Email: djp.ipmail@djplaw.com
Correspondent Name: Dentons Durham Jones Pinegar
Address Line 1: 3301 North Thanksgiving Way, Suite 400
Address Line 4: Lehi, UTAH 84043

ATTORNEY DOCKET NUMBER:	59124-1
NAME OF SUBMITTER:	Sarah W. Matthews
SIGNATURE:	/Sarah W Matthews/
DATE SIGNED:	06/03/2021

Total Attachments: 6

source=Nunc pro tunc BAE to B.A.E. Wyoming#page1.tif

source=Nunc pro tunc BAE to B.A.E. Wyoming#page2.tif
source=Nunc pro tunc BAE to B.A.E. Wyoming#page3.tif
source=Nunc pro tunc BAE to B.A.E. Wyoming#page4.tif
source=Nunc pro tunc BAE to B.A.E. Wyoming#page5.tif
source=Nunc pro tunc BAE to B.A.E. Wyoming#page6.tif

INTELLECTUAL PROPERTY NUNC PRO TUNC ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 22, 2021, is made by BAE LLC (“**Seller**”), a Utah limited liability company, in favor of BAE, L.L.C. (“**Buyer**”), a Wyoming limited liability company (collectively, the “**Parties**,” or each, individually, a “**Party**”).

WHEREAS, Seller was the owner of the Assigned IP (as defined below) which Seller orally conveyed, transferred, and assigned to Buyer, and has agreed to execute and deliver this IP Assignment; and

WHEREAS the Parties now desire to record and transfer such rights in writing for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees that Seller irrevocably conveyed, transferred, and assigned to Buyer, nunc pro tunc effective as of the date listed below, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”), nunc pro tunc effective as of November 14, 2015;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, nunc pro tunc effective as of October 20, 2016;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office,

and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Consideration. The Parties hereto acknowledge and agree that this IP Assignment is entered into to record the previous oral agreements between the Buyer and Seller, and acknowledge that good and valuable consideration have been provided both for the oral agreement and for this written agreement.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

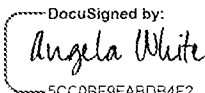
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BAE LLC

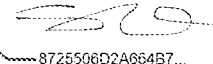
By: _____
Name: Elizabeth Mikesell
Title: Co-Manager

AGREED TO AND ACCEPTED:

BAE, L.L.C. 
By: _____
Name: Angela White
Title: Co-Manager

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BAE LLC

DocuSigned by:


By: _____
Name: Elizabeth Mikesell
Title: Co-Manager

AGREED TO AND ACCEPTED:

BAE, L.L.C.

By: _____
Name: Angela White
Title: Co-Manager

SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

Title	Type	Jurisdiction	Patent Number	Issue Date
Bed Covering	Utility	U.S.	9,149,136	10/06/2015

Patent Applications

Title	Type	Jurisdiction	Application/ Publication Number	Filing Date
Bed Covering	Provisional	U.S.	61/757,614	01/28/2013
Bed Covering	Design	U.S.	29/480,679	01/28/2014
Bed Covering	Utility continuation	U.S.	14/840,278	08/31/2015

SCHEDULE 2**ASSIGNED TRADEMARK REGISTRATIONS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
BEDDY'S	U.S.	4761745	06/23/2015

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
BEDDY'S BUDDIES	U.S.	n/a	87002981	04/15/2016