

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cellar Door Chocolates, LLC		06/11/2021	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Phoebe Wood		
Street Address:	P.O. Box 21939		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40221		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5398906	CELLARDOOR CHOCOLATES	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<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:	502-589-5400		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Cynthia Stewart		
Address Line 1:	400 West Market Street		
Address Line 2:	Suite 3200		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia Stewart		
SIGNATURE:	/Cynthia Stewart/		
DATE SIGNED:	06/29/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of June 11, 2021, by and between Cellar Door Chocolates, LLC, a Kentucky limited liability company that has filed Articles of Dissolution with the Kentucky Secretary of State ("Assignor"), and Phoebe Wood ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, as a part of the dissolution process, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration (including but not limited to the cancellation of debt owed by Assignor to Assignee), receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with the United States Patent and Trademark Office (the "PTO") or other governing authority, if necessary, and the parties hereby authorize the PTO or such other governing authority to record this Assignment.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request to consummate, complete and carry out the transactions contemplated by this Assignment.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. Counterparts. This Assignment may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or pdf copy of a signature shall have the same force and effect as an original signature.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Kentucky.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto hereby causes this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR

CELLAR DOOR CHOCOLATES, LLC

By: Phoebe A. Wood

Name: Phoebe A. Wood

Title: _____

STATE OF Kentucky)

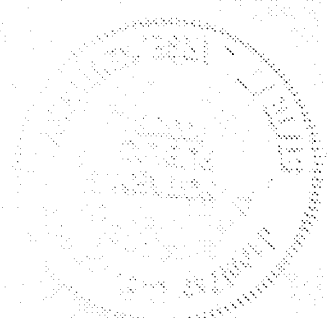
COUNTY OF Jefferson)

The foregoing instrument was subscribed and sworn to before me on this 11th day of June, 2021, by Phoebe A. Wood, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: July 18, 2022

Jennifer Haddix
Notary Public

Jennifer C. B. Haddix
Notary Public - ID No. 823218
State at Large - Kentucky
My Commission Expires July 18, 2022



ASSIGNEE

PHOEBE A. WOOD

By: Phoebe A. Wood

Name: Phoebe A. Wood

Title: _____

STATE OF Kentucky)

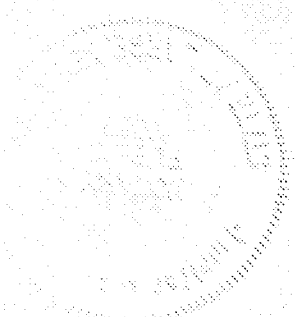
COUNTY OF Jefferson)

The foregoing instrument was subscribed and sworn to before me on this 11th day of June, 2021, by Phoebe A. Wood, who acknowledged the execution hereof to be his free act and deed.

My Commission expires: 7-18-2022

Jennifer C. B. Haddix
Notary Public

Jennifer C. B. Haddix
Notary Public - ID No. 603218
State at Large - Kentucky
My Commission Expires July 18, 2022



Schedule A

Trademark
U.S. Registration/Application

Mark	Class	Reg. #	Reg. Date	Maintenance/Renewal Date
CELLAR DOOR CHOCOLATES and Design	30	5,398,906	February 13, 2018	2/13/2023-2/13/2024
				2/13/2027-2/13/2028



CELLAR DOOR

CELLAR DOOR CHOCOLATES

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