

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712000

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900666951		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bee Line Courier Service, Incorporated		11/30/2021	Corporation: KENTUCKY
King Bee Delivery LLC		11/30/2021	Limited Liability Company: KENTUCKY
Busy Bee Call Center, LLC		11/30/2021	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	Bee Delivers, LLC		
Street Address:	37-18 57th Street		
City:	Woodside		
State/Country:	NEW YORK		
Postal Code:	11377		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996765	BEE-LICIOUS	
Registration Number:	2871531		
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:	2128858850		
Email:	tbyon@bartonesq.com		
Correspondent Name:	Alan Gallanty, Esq.		
Address Line 1:	711 Third Avenue		
Address Line 2:	14th Floor		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Timothy Byon		
SIGNATURE:	/Timothy Byon/		
DATE SIGNED:	03/03/2022		

Total Attachments: 7

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "Agreement") is dated as of November 30, 2021 by and between BEE LINE COURIER SERVICE, INCORPORATED, a Kentucky corporation, KING BEE DELIVERY, LLC, a Kentucky limited liability company, and BUSY BEE CALL CENTER, LLC, a Kentucky limited liability company, all having an office and principal place of business at 5613 Fern Valley Road, Louisville, KY 40228 (together with all collective subsidiaries and affiliated entities thereof, "Assignor"), and BEE DELIVERS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in, under, and to the various intellectual property listed on the attached Schedule A, including the goodwill, registrations and applications thereof ("IP");

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated November 30, 2021, by and between (1) BEE LINE COURIER SERVICE, INCORPORATED, a Kentucky corporation, KING BEE DELIVERY, LLC, a Kentucky limited liability company, and BUSY BEE CALL CENTER, LLC, a Kentucky limited liability company, all having an office and principal place of business at 5613 Fern Valley Road, Louisville, KY 40228, NORMAN L. (LOUIE) SEGER, an individual, on the one hand, and (2) BEE DELIVERS, LLC, a Delaware limited liability company having an office and principal place of business at 37-18 57th Street, Woodside, NY 11377, on the other (the "Purchase Agreement"), pursuant to which, among other things, the Assignor agreed to convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in the Purchased Assets, including, all goodwill and rights in, under and to the IP; and

WHEREAS, Assignee and Assignor wish to memorialize the conveyance of Assignor's interest in the IP to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby conveys, transfers, assigns and delivers to Assignee all right, title and interest in, under, and to the IP, any and all goodwill, registrations and applications relating thereto and any renewals, extensions, reversions and restorations thereof, and the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof. To facilitate such transfer, at the expense of Assignor, at Assignee's request, Assignor shall provide to Assignee any necessary transfer authorization codes for and accept Assignee's transfer request for the IP, as applicable.
2. This Agreement shall be binding upon the parties and their respective successors and assigns.
3. Unless otherwise defined herein, any capitalized terms shall be deemed to have the meaning set forth in the Purchase Agreement

4. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable conflicts of law rules or principles that would otherwise cause the application of laws of another jurisdiction.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, signatures delivered by email in portable document format (PDF) shall be accepted and binding as original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

**BEE LINE COURIER SERVICE,
INCORPORATED**

By: _____
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

KING BEE DELIVERY, LLC

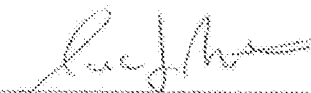
By: _____
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

BUSY BEE CALL CENTER, LLC

By: _____
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

ASSIGNEE:

BEE DELIVERS, LLC

By:  _____
Name: Eric Mautner
Title: Manager

[Signature Page to IP Assignment Agreement - EM]

IN WITNESS WHEREOF, the parties have duly executed this IP Assignment Agreement as of the date first set forth above.

ASSIGNOR:

**BEE LINE COURIER SERVICE,
INCORPORATED**

By: ^{Executed by:} Norman L. Seger
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

KING BEE DELIVERY LLC

By: Bee Line Courier Service, Incorporated,
its Manager

By: ^{Executed by:} Norman L. Seger
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

BUSY BEE CALL CENTER, LLC

By: Bee Line Courier Service, Incorporated,
its Manager

By: ^{Executed by:} Norman L. Seger
Name: Norman L. (Louie) Seger
Title: Chief Executive Officer

ASSIGNEE:

BEE DELIVERS, LLC

By: _____
Name: Eric Mautner
Title: Manager

[Signature Page to IP Assignment Agreement - EM]

Schedule A
Owned Intellectual Property

1. Trademarks:


Mark	Country	Type	ID No.	Filed	Registered	Status
BEE-LICIOUS	USA	Trademark	Reg. No. 2996765	7/19/2004	9/20/2005	Live

The above-listed trademark is not in use by any of the Sellers.

2. Trade Names:

- a. "Bee Line Courier Service," which is used both with and without "Inc." as an ending.
- b. "King Bee Delivery," which is used both with and without "LLC" as an ending.
- c. "Busy Bee Call Center," which is used both with and without "LLC" as an ending.
- d. "Busy Bee Auto Center"; this fictitious business name expired in 2008 and is not in use by any of the Sellers.

3. Service Marks:

Mark	Country	Type	ID No.	Filed	Registered	Status
	USA	Service Mark	Reg. No. 2871531	2/27/2003	8/10/2004	Live

4. Logos:

a.



b.



C.

