

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745238

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900692324		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wellborn Holdings, Inc.		06/13/2018	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Birch Holdings of PA, LLC		
Street Address:	3515 Cleburne Rd		
City:	Spring Hill		
State/Country:	TENNESSEE		
Postal Code:	37174		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3246616	CREATOR OF TIMELESS ORIGINALS	
Registration Number:	1203583	RUTT	
Registration Number:	1197938	RUTT	
Registration Number:	2705456	HERITAGE CUSTOM CABINETRY	
Registration Number:	3415881	CREATOR OF TIMELESS ORIGINALS	
Registration Number:	4069648	RUTT REGENCY	
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:	9012597100		
Email:	sevans@farris-law.com		
Correspondent Name:	R Scott Evans		
Address Line 1:	999 S Shady Grove Rd		
Address Line 2:	Suite 500		
Address Line 4:	Memphis, TENNESSEE 38120		
NAME OF SUBMITTER:	R. Scott Evans		
SIGNATURE:	/R. Scott Evans/		
DATE SIGNED:	08/02/2022		

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("*IP Assignment*"), dated June 13, 2018, is entered into by and between Wellborn Holdings, Inc., an Alabama corporation ("*Assignor*") and Birch Holdings of PA, LLC, a Pennsylvania limited liability company ("*Assignee*").

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated June 13, 2018, by and among Assignor and Assignee and the other parties identified therein, Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee or one or more affiliates of Assignee its entire right, title and interest in, to and under all of the Intellectual Property owned by Assignor and related to the Business, including all goodwill and going concern value of the Business, as well as the Intellectual Property rights licensed by Assignor and related to the Business, including, without limitation, the Intellectual Property set forth on Schedule 1 attached hereto (collectively, the "*Acquired Intellectual Property*").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in, to and under the Acquired Intellectual Property.

FURTHER UNDERTAKINGS

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property.

GENERAL

3. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein.

4. Assignment. This IP Assignment may be assigned by Assignee in accordance with the provisions of the Purchase Agreement, including Section 10.07 thereof.

5. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

6. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

7. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and any rules of construction set forth in the Purchase Agreement shall apply to this IP Assignment.

9. Counterparts; Execution by Electronic Means. This IP Assignment may be executed in two or more counterparts, via facsimile, .pdf or electronic delivery, each of which shall be considered an original instrument, and all of which, when taken together, shall constitute one and the same agreement.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Tennessee applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Tennessee.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

WELLBORN HOLDINGS, INC.

By: 

Name: Jeffrey Uhrin

Title: Chief Operating Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this IP Assignment to be duly executed on the date first above written.

ASSIGNEE:

BIRCH INVESTMENT PARTNERS, LLC

By: 
Name: Timothy M. Taylor
Title: Chairman

{Signature Page to Intellectual Property Assignment Agreement}

SCHEDULE 1


Patents:

Patent No.	Patent Description	Owner	Registration Date
D485,090	Kitchen hood	Wellborn Holdings, Inc.	January 13, 2004
D485,457	Kitchen hood	Wellborn Holdings, Inc.	January 13, 2004
D490,255	Cabinet panel	Wellborn Holdings, Inc.	May 25, 2004
D491,402	Cabinet ornamentation	Wellborn Holdings, Inc.	June 15, 2004
D492,141	Cabinet panel	Wellborn Holdings, Inc.	June 29, 2004
D492,148	Cabinet ornamentation	Wellborn Holdings, Inc.	June 29, 2004
D497,436	Mullion panel	Wellborn Holdings, Inc.	October 19, 2004
D510,830	Cabinet panel	Wellborn Holdings, Inc.	October 25, 2005
D511,375	Range hood	Wellborn Holdings, Inc.	November 8, 2005
D540,933	Range hood	Wellborn Holdings, Inc.	April 17, 2007
D540,934	Range hood	Wellborn Holdings, Inc.	April 17, 2007
D540,935	Range hood	Wellborn Holdings, Inc.	April 17, 2007
D541,401	Range hood	Wellborn Holdings, Inc.	April 24, 2007
D541,924	Range hood	Wellborn Holdings, Inc.	May 1, 2007
D541,925	Range hood	Wellborn Holdings, Inc.	May 1, 2007
D542,401	Range hood	Wellborn Holdings, Inc.	May 8, 2007
D542,904	Range hood	Wellborn Holdings, Inc.	May 15, 2007
D551,751	Range hood	Wellborn Holdings, Inc.	September 25, 2007
D558,359	Door panel	Wellborn Holdings, Inc.	December 25, 2007
D560,821	Door panel	Wellborn Holdings, Inc.	January 29, 2008
D672,174	Drawer side	Wellborn Holdings, Inc.	December 11, 2012

Registered Trademarks:

Trademark No.	Trademark	Owner	Registration Date
3246616	<i>"Creator of Timeless Originals"</i>	Wellborn Holdings, Inc.	May 29, 2007
1203583	<i>"RUTT"</i>	Wellborn Holdings, Inc.	August 3, 1982
1197938	Rutt Logo:	Wellborn Holdings, Inc.	June 15, 1982

[Schedule 1 to Intellectual Property Assignment Agreement]

			
2705456	<i>"Heritage Custom Cabinetry"</i>	Wellborn Holdings, Inc.	April 8, 2003
3415881	<i>"Creator of Timeless Originals"</i>	Wellborn Holdings, Inc.	April 22, 2008
4069648	<i>"Rutt Regency"</i>	Wellborn Holdings, Inc.	December 13, 2011

Unregistered Trademarks:

1. American Tailored
2. Rutt Regency
3. Rutt HandCrafted Cabinetry
4. Distinguished by Detail