

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845253

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900804923

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rocky Mountain Chocolate Factory, Inc.		05/01/2023	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	Bob Partners X, LLC
Street Address:	838 Walker Road Suite 21-2
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4109640	ASPEN LEAF

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.

Email: pto@drummmlaw.com
Correspondent Name: H. Michael Drumm
Address Line 1: 12650 W. 64th Avenue, #519
Address Line 4: Arvada, COLORADO 80004

NAME OF SUBMITTER:	Trent E. Rinebarger
SIGNATURE:	/Trent E. Rinebarger/
DATE SIGNED:	10/11/2023

Total Attachments: 9

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TRADEMARK

REEL: 008224 FRAME: 0194

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”) is made as of May 1, 2023, by U Swirl, LLC, a Delaware limited liability company (“Assignor”), in favor of Bob Partners X, LLC, a Delaware limited liability company (“Assignee”).

Assignor has agreed to assign certain intellectual property set forth on Exhibit A (the “Assigned IP”), and has agreed to the recording of this Assignment with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely, irrevocably and unconditionally conveys, assigns, transfers and agrees to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor’s right, title and interest in and to the Assigned IP together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including the following:

- a) trademark registrations set forth on Exhibit A;
- b) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) 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
- d) 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, 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. Assignor is not aware of any claims, pending or threatened, with respect to Assignor’s rights in the Assigned IP. Assignor makes no warranties regarding whether the Assigned IP infringes on the rights of any person or entity.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents or 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 Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request and at no cost to Assignee, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Miscellaneous. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns. This Assignment may be executed in

counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

5. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Delaware, USA.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor Rocky Mountain Chocolate Factory, Inc.

By: Allen Arroyo
Allen Arroyo (Sep 18, 2023 11:29 AM)
Name: Allen Arroyo
Title: CFO

AGREED TO AND ACCEPTED:

Assignee U Swirl, LLC

By: Kishan Patel
Kishan Patel (Sep 19, 2023 12:56 PM)
Name: Kishan Patel
Title: Manager

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Assignor has agreed to assign certain intellectual property set forth on Exhibit A (the “Assigned IP”), and has agreed to the recording of this Assignment with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

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- b) any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- c) 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
- d) 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, 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. Assignor is not aware of any claims, pending or threatened, with respect to Assignor’s rights in the Assigned IP. Assignor makes no warranties regarding whether the Assigned IP infringes on the rights of any person or entity.

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4. Miscellaneous. This Assignment will bind and inure to the benefit of Assignor and Assignees and their respective successors and permitted assigns. This Assignment may be executed in

counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

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[Signature Page Follows]

**EXHIBIT A
TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

Trademark	Registration Number	Date of Registration	Status
ASPEN LEAF	4,109,640	March 6, 2012	Registered on the Principal Register











U Swirl RMCF 2023 IP Assignment ASPEN LEAF (00158649xCE74D) (2)

Final Audit Report

2023-09-18

Created:	2023-09-06
By:	Lisa Manning (manninglisa96@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAt9ivXEzq3EknwhRTOQwUGxYL8VbMQTqW

"U Swirl RMCF 2023 IP Assignment ASPEN LEAF (00158649xCE74D) (2)" History

-  Document created by Lisa Manning (manninglisa96@gmail.com)
2023-09-06 - 9:05:44 PM GMT
-  Document emailed to aaroyo@rmcf.net for signature
2023-09-06 - 9:07:39 PM GMT
-  Email viewed by aaroyo@rmcf.net
2023-09-18 - 5:59:13 PM GMT
-  Signer aaroyo@rmcf.net entered name at signing as Allen Arroyo
2023-09-18 - 5:59:44 PM GMT
-  Document e-signed by Allen Arroyo (aaroyo@rmcf.net)
Signature Date: 2023-09-18 - 5:59:46 PM GMT - Time Source: server
-  Document emailed to kishan@u-swirl.com for signature
2023-09-18 - 5:59:48 PM GMT
-  Email viewed by kishan@u-swirl.com
2023-09-18 - 7:36:10 PM GMT
-  Signer kishan@u-swirl.com entered name at signing as Kishan Patel
2023-09-18 - 7:36:50 PM GMT
-  Document e-signed by Kishan Patel (kishan@u-swirl.com)
Signature Date: 2023-09-18 - 7:36:52 PM GMT - Time Source: server
-  Agreement completed.
2023-09-18 - 7:36:52 PM GMT

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Intellectual Property Assignment Agreement as of the date first written above.

Assignor U Swirl, LLC

By: 
Name: KISHAN PATEL
Title: MANAGER

AGREED TO AND ACCEPTED:

Assignee Bob Partners X, LLC

By: 
Name: KISHAN PATEL
Title: MANAGER

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TO THE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

Trademark	Registration Number	Date of Registration	Status
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