

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/06/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cran Barry, Inc.		04/12/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CranBarry, Inc.
Also Known As:	FKA Brencon, Incorporated
Street Address:	3 Griffin Way
City:	Chelsea
State/Country:	MASSACHUSETTS
Postal Code:	02150
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3280015	CB CRANBARRY
Registration Number:	3300783	CRANBARRY

CORRESPONDENCE DATA

Fax Number: 6173424001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6173424000
Email: IPDocketing@foley.com
Correspondent Name: Nicole Gage
Address Line 1: Foley & Lardner LLP
Address Line 2: 3000 K Street N.W., Suite 600
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5109

ATTORNEY DOCKET NUMBER: 104376-0101

TRADEMARK

900254097

REEL: 005019 FRAME: 0412

OP \$65.00 3280015

NAME OF SUBMITTER:	Bobbie-Jean Corbin
Signature:	/bobbie-jean corbin/
Date:	05/01/2013
Total Attachments: 2 source=CranBarry Intellectual Property Assignment#page1.tif source=CranBarry Intellectual Property Assignment#page2.tif	

CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY

This CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY by and among Cran Barry, Inc., a Massachusetts corporation (the "Assignor"), and CranBarry, Inc., a Massachusetts corporation formerly known as Brencon, Incorporated (the "Assignee").

WHEREAS, the Assignee effective January 6, 2012 acquired from the Assignor certain Assets of the Assignor pursuant to the terms of that certain Asset Purchase Agreement, dated as of January 6, 2012, by and between the Assignor and the Assignee (the "Asset Purchase Agreement"); and

WHEREAS, Assignor owned the intellectual property described on Schedule A attached hereto (the "Intellectual Property"); and

WHEREAS, in connection with the consummation of the transactions set forth in the Asset Purchase Agreement, Assignor transferred, assigned and sold all of its right title and interest in and to the Intellectual Property, and the Assignee purchased all of Assignor's right title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby confirm the Assignment of Intellectual Property as follows:

The Assignor does hereby confirm that effective January 6, 2012 it did assign, transfer, convey and sell unto Assignee its entire right, title and interest in and to the Intellectual Property, including, without limitation, all goodwill of the Assignor and the business, products and services appurtenant to, associated with, or symbolized by, the Intellectual Property; the right (but not the obligation) to sue and recover for past, present and future infringements of the Intellectual Property; the right to prosecute applications for trademarks and patents generated by or in connection with the Intellectual Property, as applicable; all rights of Assignor corresponding to the Intellectual Property throughout the world; all rights and interests pursuant to licensing or other agreements in favor of the Assignor pertaining to the Intellectual Property; and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory Assignment as of the date first set forth below.

CRANBARRY, INC.

John T. Vinton
By: John T. Vinton, President

Date:

4/12/13

CRANBARRY, INC.

(f/k/a BRENCON, INCORPORATED)

Bradford K. Gay
By: Bradford K. Gay, President

Date:

4/11/2013

Schedule A

Definition of Intellectual Property

"Intellectual Property" shall mean all rights of Assignor in, arising out of, or associated with the following:

The "CranBarry" trademark, including any common law rights of the Assignor thereto as well as all right, title and interest in and to Registration Numbers 3,280,015 and 3,300,783 with the U.S. Patent and Trademark Office, which were registered on August 14, 2007 and October 2, 2007 respectively, and the goodwill associated therewith.