

Handwritten notes: 8/22/2014, 1758828, 950587

TRADEMARK ASSIGNMENT

08/26/2014



103668728

Electronic Version v1.1  
Stylesheet Version v1.2

08/22/2014  
900299162

TM314896

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CORRECT ENTITY TYPE: REEL / FRAME - 5349 / 0969

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pharr Yarns, Inc.		08/19/2014	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

<b>Name:</b>	The McAdenville Foundation, Inc.
<b>Street Address:</b>	100 Main Street
<b>City:</b>	McAdenville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28101
<b>Entity Type:</b>	NON-PROFIT CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1758828	CHRISTMAS TOWN U.S.A.

CORRESPONDENCE DATA

**Fax Number:** 7049456735  
*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.*  
**Phone:** 704-945-6700  
**Email:** jmoore@ahpapatent.com, docket@ahpapatent.com  
**Correspondent Name:** John C. Nipp  
**Address Line 1:** 11610 North Community House Road  
**Address Line 2:** Suite 200  
**Address Line 4:** Charlotte, NORTH CAROLINA 28277

<b>ATTORNEY DOCKET NUMBER:</b>	4490.006
<b>NAME OF SUBMITTER:</b>	John C. Nipp
<b>SIGNATURE:</b>	/John C. Nipp/
<b>DATE SIGNED:</b>	08/22/2014

Total Attachments: 3

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CH \$40.00 1758828

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.208/22/2014  
900299162

ETAS ID: TM314896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pharr Yarns, Inc.		08/19/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The McAdenville Foundation, Inc.		
<b>Street Address:</b>	100 Main Street		
<b>City:</b>	McAdenville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28101		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1758828	CHRISTMAS TOWN U.S.A.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7049456735		
<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>			
<b>Phone:</b>	704-945-6700		
<b>Email:</b>	jmoore@ahpapatent.com, docket@ahpapatent.com		
<b>Correspondent Name:</b>	John C. Nipp		
<b>Address Line 1:</b>	11610 North Community House Road		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28277		
<b>ATTORNEY DOCKET NUMBER:</b>	4490.006		
<b>NAME OF SUBMITTER:</b>	John C. Nipp		
<b>SIGNATURE:</b>	/John C. Nipp/		
<b>DATE SIGNED:</b>	08/22/2014		
<b>Total Attachments: 3</b>			
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CH \$40.00 1758828

## ASSIGNMENT OF TRADEMARK REGISTRATION

**THIS AGREEMENT**, effective as of the 13<sup>th</sup> day of August, 2014, is made by and between Pharr Yarns, Inc., a corporation organized pursuant to the state laws of North Carolina and having a principal place of business at 100 Main Street, McAdenville, North Carolina 28101 (hereinafter the "ASSIGNOR") and The McAdenville Foundation, Inc., a non-profit corporation organized pursuant to the state laws of North Carolina and having a principal place of business at 100 Main Street, McAdenville, North Carolina 28101 (hereinafter the "ASSIGNEE");

**WHEREAS**, ASSIGNOR owns the following trademark and federal trademark registration (hereinafter "the Mark") as used in connection with the specified services:

CHRISTMAS TOWN U.S.A.® (U.S. Trademark Reg. No. 1,758,828) listing entertainment services, namely, exhibitions in the nature of displaying Christmas tree lights and decorations (International Class 41); wherein ASSIGNOR has used the CHRISTMAS TOWN U.S.A.® name and mark in commerce on and in connection with the above services since at least as early as 1956;

**WHEREAS**, ASSIGNEE desires to acquire all rights, title, and interest in and to the Mark;

**NOW, THEREFORE**, as a gift to permit Assignee to further its charitable purposes, ASSIGNOR hereby assigns, transfers, and sells to ASSIGNEE, its legal representative and assigns, all of ASSIGNOR's rights, title, interest, associated goodwill, and all rights of action against third parties ASSIGNOR may have in the Mark, including at a minimum the following:

1. U.S. Trademark Registration No. 1,758,828, and to any renewals and extensions of such registration;
2. All rights to any international trademark applications and registrations based upon or related to the Mark listed in item 1; and
3. All common law trademark rights related to the Mark with respect to any goods or services.

ASSIGNOR agrees to provide all assistance reasonably requested by ASSIGNEE in the establishment, preservation, and enforcement of its intellectual property, such assistance to be provided at ASSIGNEE's expense but without any additional compensation to ASSIGNOR.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey all right, title, and interest in the Mark herein assigned, transferred, or sold to ASSIGNEE, and that it has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR agrees that no royalties or ongoing future payments of any kind are anticipated by the parties in transferring the Mark described herein.

This agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE in regard to the trademark assignment. Any amendment, waiver, or discharge of this agreement and any terms, provisions, conditions or breaches hereof, shall be made only in writing signed by both parties hereto.

**WHEREAS**, this agreement shall be governed and construed under the laws of the state of North Carolina, U.S.A. The signatures of the parties below express their respective agreement and consent to all terms of this Assignment.

[Signatures appear on next page.]

**AGREED TO AND ACCEPTED BY:**

**ASSIGNOR:**

**Pharr Yarns, Inc.**

By: William P. Carstarphen

Name: WILLIAM P. CARSTARPHEN

Title: PRESIDENT

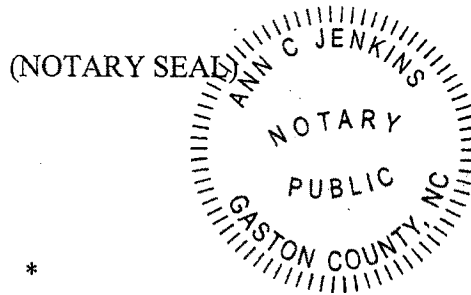
Date: 8/19/14

I certify that William P. Carstarphen personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Ann C. Jenkins  
Notary Public, State of North Carolina

Date: 8-19-14

My Commission Expires: 3-11-18



\* \* \* \*

**ASSIGNEE:**

**The McAdenville Foundation, Inc.**

By: William P. Carstarphen

Name: WILLIAM P. CARSTARPHEN

Title: PRESIDENT

Date: 8/19/14

I certify that William P. Carstarphen personally appeared before me this day and acknowledged that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Ann C. Jenkins  
Notary Public, State of North Carolina

Date: 8-19-14

My Commission Expires: 3-11-18

