

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469329

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEF LICENSING, LLC		08/29/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Hollywood Feed LLC		
Street Address:	1341 Warford Street		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38108		
Entity Type:	Limited Liability Company : TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3668162	BARK 'N PURR	
Registration Number:	4778313	BARK N' PURR	
Registration Number:	4443054	BARK 'N PURR	
Registration Number:	4628584	BARK N' PURR	
CORRESPONDENCE DATA			
Fax Number:	9015252389		
<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:	901 -576-1775		
Email:	bbradley@Glankler.com		
Correspondent Name:	William Ross Bradley Junior		
Address Line 1:	6000 Poplar		
Address Line 2:	Suite 400		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	William R. Bradley Jr.		
SIGNATURE:	/William R. Bradley Jr./		
DATE SIGNED:	04/11/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is dated as of August 29, 2016, and is made by CEF LICENSING, LLC, a Texas limited liability company (“**Assignor**”), to and in favor of HOLLYWOOD FEED, LLC, a Tennessee limited liability company (“**Assignee**”).

R E C I T A L S

A. Assignor has adopted and used, and is the registered owner of, the trademarks registered in the official books and records of the United States Patent and Trademark Office and listed below (the “**Trademarks**”):

Trademark	Serial Number (Filing Date)	Registration Number (Registration Date)
Bark n’ Purr	86236548 (March 30, 2014)	4778313 (July 21, 2015)
Bark n’ Purr	86237754 (March 31, 2014)	4628584 (October 28, 2014)
Bark ‘n Purr	85894801 (April 4, 2013)	4443054 (December 3, 2013)
Bark ‘n Purr	77242948 (July 31, 2007)	3668162 (August 18, 2009)

B. Assignor and Assignee are parties to an Asset Purchase Agreement dated as of August 19, 2016 (the “**Purchase Agreement**”), under which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor’s rights, title, and interests in and to the Trademarks.

C. In satisfaction of Assignor’s obligations under the Purchase Agreement, Assignee has requested Assignor to assign its rights, title, and interests in and to the Trademarks as provided in this Assignment, and Assignor is willing to do the same.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, Assignor sells, assigns, transfers, sets over, and delivers to Assignee all of Assignor’s rights, title, and interests in and to:

- (i) the Trademarks and all registrations thereof;
- (ii) all derivations of the Trademarks and all goodwill associated with the Trademarks;

- (iii) all rights of enforcement and all claims for damages and the right to collect damages for all past and present infringement, unfair competition, or other conflicts relating to the Trademarks; and
- (iv) all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

FURTHERMORE, Assignor will, at Assignee's expense, (i) execute, acknowledge, and deliver such further instruments (including, without limitation, further instruments of assignment) and (ii) take such further actions, in each case as Assignee may reasonably request to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

This Assignment and the rights and obligations of the parties hereunder will be governed by, and construed and enforced under, the laws of the State of Tennessee without regard to any applicable principles of conflicts of laws. Capitalized words and phrases used but not defined in this Assignment have the meanings given in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed on its behalf, in its limited liability company name, by its duly authorized member, as of the date first written above.

Assignor:

CEF LICENSING, LLC

By: 

Eddie T. Floyd,
Managing Member

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, a notary public of the state and county mentioned, personally appeared Eddie T. Floyd, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of CEF Licensing, LLC, the within named bargainor, a Texas limited liability company, and that he as such Managing Member executed the foregoing instrument for the purpose therein contained by personally signing the name of the limited liability company as Managing Member.

WITNESS my hand and seal, at office in Austin, Texas, on August 30, 2016.



Notary Public

My commission expires: 8/4/19

— S E A L —

