

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644696

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900608914		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impresa Products, LLC		04/12/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zephyr Companies LLC		
Street Address:	177 Huntington Ave., Floor 17		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90100621	IMPRESA	
Serial Number:	86697130	IMPRESA	
Serial Number:	90064468	MISSION AUTOMOTIVE	
Serial Number:	86887095	MISSION AUTOMOTIVE	
Serial Number:	87186859	EVERGREEN PET SUPPLIES	
Serial Number:	90064426	EVERGREEN PET SUPPLIES	
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:	8136991194		
Email:	Mkobrin@aegislaw.com		
Correspondent Name:	Marshall Kobrin		
Address Line 1:	100 South Ashley Drive, Suite 620		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Marshall Kobrin, Esq.		
SIGNATURE:	/Marshall Kobrin/		
DATE SIGNED:	05/06/2021		

Total Attachments: 4

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Intellectual Property Assignment

This Intellectual Property Assignment, dated as of April 12, 2021 (the “**Effective Date**”), is made by Impresa Products, LLC (“**Seller**”), in favor of Zephyr Companies LLC (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between, dated on or about of the Effective Date (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, Seller does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller’s worldwide right, title and interest in, to and under Seller’s trademarks, service marks, and trademark and service mark applications, patents and patent applications, and copyright registration or applications, as set forth on Schedule 1 hereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this Intellectual Property Assignment, and any and all renewals, extensions, and continuations thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Intellectual Property Assignment not been made. Buyer is the successor to Seller’s business, or portion of the business to which the marks on Schedule 1 pertain.

Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the intellectual property listed on Schedule 1 to Buyer, or any assignee or successor thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principles of conflicts of laws thereof.

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

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

SELLER:

Impresa Products, LLC

By: 
Name: Aaron Apple
Title: President

AGREED TO AND ACCEPTED:

BUYER:

ZEPHYR COMPANIES LLC

By: _____
Name: Philip Butler
Title: President

By: _____
Name: Aaron Apple
Title: President

AGREED TO AND ACCEPTED:

BUYER:

ZEPHYR COMPANIES LLC

By: Adam Malpocher
Name: Adam Malpocher
Title: Manager

SCHEDULE 1

Mark	Jurisdiction	Registration #	Serial #	Status
Impresa (Word Mark)	USPTO	N/A	90100621	To be published for opposition on March 23, 2021
Impresa (Design Mark)	USPTO	4944768	86697130	Maintenance filing due between April 26, 2021 and April 26, 2022
Mission Automotive (Word Mark)	USPTO	N/A	90064468	To be published for opposition on March 16, 2021
Mission Automotive (Design Mark)	USPTO	5040076	86887095	Maintenance filing due between September 13, 2021 and September 13, 2022.
Evergreen Pet Supplies (Word Mark #1)	USPTO	5204077	87186859	Maintenance filing due between May 16, 2022 and May 16, 2023
Evergreen Pet Supplies (Word Mark #2)	USPTO	N/A	90064426	Published for opposition on February 2, 2021