

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beaucoup Swoozie's LLC		06/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Techny Advisors LLC		
Doing Business As:	Gifts For You, LLC		
Street Address:	10305 Argonne Dr.		
City:	Woodridge		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3969627	BEAU-COUP	
CORRESPONDENCE DATA			
Fax Number:	3212552351		
<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:	3212552332		
Email:	tmdocket@uslegalteam.com		
Correspondent Name:	Mark R. Malek		
Address Line 1:	1990 West New Haven Avenue		
Address Line 2:	Suite 201		
Address Line 4:	Melbourne, FLORIDA 32904		
NAME OF SUBMITTER:	Mark R. Malek		
SIGNATURE:	/Mark R. Malek/		
DATE SIGNED:	10/19/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of 12:01 a.m. on June 11, 2018 (Mountain Standard Time) (the “Effective Time”), is made by between Beaucoup Swoozie’s LLC, a Delaware limited liability company (“Assignor”), and Techny Advisors LLC, an Illinois limited liability company (“Assignee”). Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement (as defined below).

Recitals

WHEREAS, pursuant and subject to the terms and conditions of an Asset Purchase Agreement dated of even date herewith by and among Assignor and Assignee (the “Asset Purchase Agreement”), Assignor has agreed to assign and have assigned to Assignee the Acquired Intellectual Property, including the service marks and other Intellectual Property and service marks described on Schedule 1 hereto, along with any and all goodwill relating thereto.

Agreements

Now, Therefore, for good and valuable consideration in the amount of \$10.00 US Dollars, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, Assignor’s entire right, title, and interest worldwide in and to the Acquired Intellectual Property, including all goodwill related thereto and the right to sue for and receive all damages from past infringements arising prior to the Effective Time, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives. This assignment includes:

(a) the service marks and other Intellectual Property set forth on Schedule 1 hereto, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such service marks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) 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 and/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, dilution, 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. Further Actions. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Acquired Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

3. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as such Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Acquired Intellectual Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Acquired Intellectual Property, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Acquired Intellectual Property which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. 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.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Defined Terms. Capitalized terms used in this Assignment without definition have the meanings given in the Asset Purchase Agreement.

7. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[Signature page follows.]

EXECUTION VERSION

The undersigned have executed this Assignment as of the Effective Time.

ASSIGNOR

Beaucoup Swoozie's LLC

By: TH Gart

Name: Thomas A. Gart

Title: Authorized Representative

ASSIGNEE

Techny Advisors LLC

By: _____

Name: Jim Tuchler

Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

The undersigned have executed this Assignment as of the Effective Time.

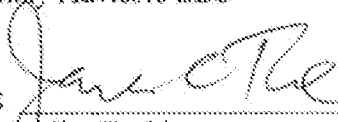
ASSIGNOR

Beaucoup Swoozie's LLC

By: _____
Name: Thomas A. Gart
Title: Authorized Representative

ASSIGNEE

Techny Advisors LLC

By:  _____
Name: Jim Tuchler
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

1. E-Commerce Platform:

Contributor's Proprietary Software:

Bistro	In house CMS created by internal developers.
Preview	In house personalization engine created by internal developers.
Mistro	In house mobile reporting application created by internal developers.
Octopus	In house order management system created by internal developers.
Website (WWW)	Custom website created by internal developers.

Third Party and Open Source Software Incorporated into Contributor's Proprietary Software:

RocketShipIt	Commercial PHP library for UPS integration.
Nginx	Open source web server.
Node.js	Open source development language.
PHP	Open source development language.
Redis	Open source data structure server.
Sphinx	Open source search server.
MySQL	Open source database.
PostgreSQL	Open source database.
Ansible	Open source automation platform, used for development environments. https://github.com/ansible/ansible
Vagrant	Open source tool for building and distributing development environments.

Modules:

mocha	https://github.com/visionmedia/mocha/blob/master/LICENSE
express	https://github.com/visionmedia/express/blob/master/LICENSE
async	https://github.com/caolan/async/blob/master/LICENSE
mysql	https://github.com/felixge/node-mysql/blob/master/License
underscore	https://github.com/jashkenas/underscore/blob/master/LICENSE
redis	https://github.com/mranney/node_redis (bottom of page)
xml2js	https://github.com/Leonidas-from-XIV/node-xml2js/blob/master/LICENSE
nconf	https://github.com/flatiron/nconf/blob/master/LICENSE
moment	https://github.com/moment/moment
chai	https://github.com/chaijs/chai (bottom)
stylus	https://github.com/LearnBoost/stylus/blob/master/LICENSE
nib	https://github.com/visionmedia/nib (bottom)
asset-rack	https://github.com/techpines/asset-rack (bottom)
jade	https://github.com/visionmedia/jade/blob/master/LICENSE
porter-stemmer	https://github.com/jedp/porter-stemmer/blob/master/LICENSE

natural	https://github.com/chrisumbel/natural/blob/master/LICENSE.txt
validator	https://github.com/chriso/node-validator
node-uuid	https://github.com/broofa/node-uuid/blob/master/LICENSE.md
paynode	https://github.com/jamescarr/paynode (bottom)
should	https://github.com/visionmedia/should.js (bottom)
nodemailer	https://github.com/andris9/Nodemailer/blob/master/LICENSE
expect.js	https://github.com/LearnBoost/expect.js/ (bottom)
passport	https://github.com/jaredhanson/passport/blob/master/LICENSE
passport-facebook	https://github.com/jaredhanson/passport-facebook/blob/master/LICENSE
heredoc	https://github.com/suarasaur/heredoc
moment-timezone	https://github.com/moment/moment-timezone
request	https://github.com/request/request
aws-sdk	https://github.com/aws/aws-sdk-js
hapi	https://github.com/hapijs/hapi
hapi-auth-basic	https://github.com/hapijs/hapi-auth-basic
hapi-auth-cookie	https://github.com/hapijs/hapi-auth-cookie
hapi-swagger	https://github.com/glennjones/hapi-swagger
hoek	https://github.com/hapijs/hoek
joi	https://github.com/hapijs/joi
mysql	https://github.com/mysqljs/mysql
node-mysql	https://github.com/redblaze/node-mysql
webshot	https://github.com/brenden/node-webshot
basic-auth	https://github.com/jshhttp/basic-auth
body-parser	https://github.com/expressjs/body-parser
cookie-parser	https://github.com/expressjs/cookie-parser
debug	https://github.com/visionmedia/debug
hbs	https://github.com/pillarjs/hbs
morgan	https://github.com/expressjs/morgan
serve-favicon	https://github.com/expressjs/serve-favicon
xmlbuilder	https://github.com/oozcitak/xmlbuilder-js
cheerio	https://github.com/cheeriojs/cheerio
node-schedule	https://github.com/node-schedule/node-schedule
archiver	https://github.com/archiverjs/node-archiver
bcrypt	https://github.com/kelektiv/node.bcrypt.js
bell	https://github.com/hapijs/bell
boom	https://github.com/hapijs/boom
catbox-redis	https://github.com/hapijs/catbox-redis
chance	https://github.com/chancejs/chancejs
colors	https://github.com/Marak/colors.js
csv	https://github.com/adaltas/node-csv
csv-stringify	https://github.com/adaltas/node-csv-stringify
git-rev-sync	https://github.com/kurttheviking/git-rev-sync-js
grunt	https://github.com/gruntjs/grunt
grunt-cli	https://github.com/gruntjs/grunt-cli
grunt-contrib-jshint	https://github.com/gruntjs/grunt-contrib-jshint

grunt-jsbeautifier	https://github.com/vkadam/grunt-jsbeautifier
grunt-shell	https://github.com/sindresorhus/grunt-shell
handlebars	https://github.com/wycats/handlebars.js
html-entities	https://github.com/mdevils/node-html-entities
iconv-lite	https://github.com/ashtuchkin/iconv-lite
lodash	https://github.com/lodash/lodash
memory-cache	https://github.com/ptarjan/node-cache
multipart	https://github.com/pillarjs/multipart
node-easy-post	https://github.com/easy-post/easy-post-node
oracledb	https://github.com/oracle/node-oracledb
q	https://github.com/krisKowal/q
s3	https://github.com/andrewrk/node-s3-client
sockjs	https://github.com/sockjs/sockjs-node
ssh2	https://github.com/mscdex/ssh2
string	https://github.com/jprichardson/string.js
swagger-client	https://github.com/swagger-api/swagger-js
utf8	https://github.com/mathiasbynens/utf8.js
winston	https://github.com/winstonjs/winston
winston-logger	https://github.com/winstonjs/winston-logger
wrench	https://github.com/ryanmcgrath/wrench.js
canvas	https://github.com/Automattic/node-canvas
mongodb	https://github.com/mongodb/node-mongodb-native
mkdirp	https://github.com/substack/node-mkdirp
three.js	https://github.com/mrdoob/three.js
Cron	https://github.com/kelektiv/node-cron
fast-csv	https://github.com/C2FO/fast-csv
node-sass	https://github.com/sass/node-sass
Psd	https://github.com/meltingice/psd.js
bad-words	https://github.com/web-mech/badwords
Lout	https://github.com/hapijs/lout

Licensed Software incorporated in the E-Commerce Platform and/or used to manage the E-Commerce Platform (license terms are published on vendor's web site):

Adobe Suite (Packaged license & subscription)	http://www.adobe.com/
Atlassian On Demand	https://www.atlassian.com/software (Jira/Confluence/Fisheye/Bitbucket/Bamboo/Hipchat)
Amazon Pay	https://pay.amazon.com/
AvaTax	https://www.avalara.com/
Authorize.Net	https://www.authorize.net/
Cloudflare	https://www.cloudflare.com/
EasyPost	https://www.easypost.com/
GitHub	https://github.com/
GoDataFeed	http://godatafeed.com/

Google Apps	http://www.google.com/enterprise/apps/business/
Google Analytics	http://www.google.com/analytics/
Help Scout	https://www.helpscout.net/
Hootsuite Inc.	https://hootsuite.com/
Optinmonster	https://optinmonster.com/
Optmyzr	https://www.optmyzr.com/
Pager Duty	http://www.pagerduty.com/
PayPal	https://www.paypal.com/
Selliagent (StrongView email)	https://www.selligent.com/
SEMRush	https://www.semrush.com/
Sendgrid SMTP	http://sendgrid.com/
Snapengage Chat	https://snapengage.com/
Wordpress	https://wordpress.org

2. Registered Domain Names:

beau-coup.com

beaucoupribbon.com

3. Telephone Numbers:

Toll-Free: 1-877-988-2328

International: +1-650-967-3700

4. Registered Trademarks:

Word Mark

BEAU-COUP

Goods and Services

IC 035. US 100 101 102. G & S: On-line retail gift shops; On-line retail store services featuring favors and gifts for special occasions including weddings, birthdays, anniversaries, graduations, baptisms and other celebrations. FIRST USE: 20020228. FIRST USE IN COMMERCE: 20020228

IC 041. US 100 101 107. G & S: Party and wedding planning, coordination and consultation services; Providing information in the field of wedding party planning. FIRST USE: 20020228. FIRST USE IN COMMERCE: 20020228

Standard Characters Claimed

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Serial Number

85124905

Filing Date

September 8, 2010

Current Basis	1A
Original Filing Basis	1A
Published for Opposition	March 15, 2011
Registration Number	3969627
Registration Date	May 31, 2011
Owner	(REGISTRANT) Beaucoup Wedding Favors, Inc. CORPORATION CALIFORNIA 335 East Middlefield Rd. Mountain View CALIFORNIA 94043 – Last listed Owner Beaucoup Swoozie's LLC Limited Liability Company Delaware 299 Milwaukee Street Denver Colorado 80206
Attorney of Record	Mike Rodenbaugh
Prior Registrations	3520036
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE