

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James Carter	08/13/2012
RECEIVING PARTY DATA	
Name:	Classic Brands, LLC
Street Address:	2323 S. Lipan St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80223
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29416887
CORRESPONDENCE DATA	
Fax Number:	8167531536
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8167531000
Email:	uspt@polsinelli.com
Correspondent Name:	Gregory O'Connor/Polsinelli Shugart PC
Address Line 1:	700 W. 47th St.,
Address Line 2:	Suite 1000
Address Line 4:	Kansas City, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	068164-436410
NAME OF SUBMITTER:	Helen Miswell
Total Attachments: 3 source=29-416887_Assignment_10-17-12#page1.tif source=29-416887_Assignment_10-17-12#page2.tif source=29-416887_Assignment_10-17-12#page3.tif	

CH \$40.00 29416887

**ASSIGNMENT**

WHEREAS, I, James Carter, residing at 1652 Oneida St., Denver, Colorado 80220 USA (hereinafter, individually and collectively the "Assignor"), have made a certain original and ornamental design relating to a BIRD FEEDER, for which I have made application for Design Letters Patent in the United States ("U.S."), titled "BIRD FEEDER," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 29/416,887 filed on March 28, 2012 (the "Design Application") with attorney docket no. 068164-436410; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Design Application, and any continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Design Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Classic Brands, LLC, a limited liability company organized and existing under the laws of the State of Colorado, and having its principal place of business at 2323 S. Lipan Street, Denver, Colorado USA (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the design(s), the Patent Rights, and in, to, and under any and all Design Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the design, Patent Rights, and any and all Design Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Design Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

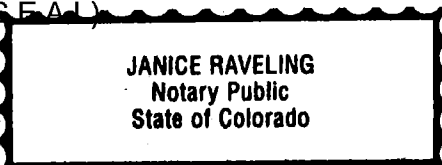
Date: 8/13/2012

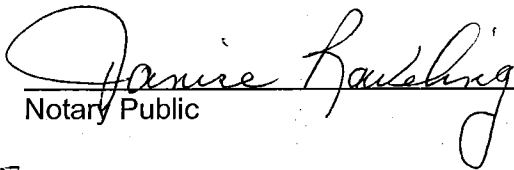
By:   
James Carter

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

On this 13<sup>th</sup> day of August, 2012, before me a Notary Public in and for said county, personally appeared James Carter who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(SEAL)



  
Notary Public

My commission expires: 5/4/13

**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

CLASSIC BRANDS, LLC

Date: 8/14/12

By: Robert W. Donegan

Name: Robert W. Donegan

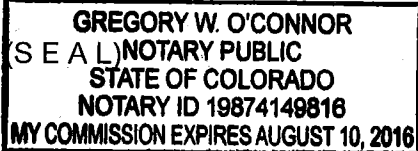
Title: Chief Executive Officer

STATE OF COLORADO )

COUNTY OF DENVER )

ss.

On this 14<sup>th</sup> day of AUGUST, 2012, before me a Notary Public in and for said county, personally appeared Robert W. Donegan, the above-mentioned representative of the Assignee, Classic Brands, LLC, who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.



[Signature]  
Notary Public

My commission expires: 8/10/2016