

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4221646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RIGHT THOUGHT PENS, INC.	01/10/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	GREETING PENS LLC	
<b>Street Address:</b>	1116A HARPETH INDUSTRIAL CT	
<b>City:</b>	FRANKLIN	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37064-2224	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D485575	
<b>Patent Number:</b>	D497642	
<b>Patent Number:</b>	D507019	
<b>Patent Number:</b>	D518102	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)238-9650	
<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>	678-406-8766	
<b>Email:</b>	trademarks@bakerdonelson.com	
<b>Correspondent Name:</b>	BAKER DONELSON	
<b>Address Line 1:</b>	3414 PEACHTREE ROAD NE SUITE 1600	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30326	
<b>ATTORNEY DOCKET NUMBER:</b>	2825076-2	
<b>NAME OF SUBMITTER:</b>	CHRISTINE KESSELRING	
<b>SIGNATURE:</b>	/christine kesselring/	
<b>DATE SIGNED:</b>	01/12/2017	
<b>Total Attachments: 3</b>		
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source=2825076_2_Greeting_Pens_Assignment#page2.tif		
source=2825076_2_Greeting_Pens_Assignment#page3.tif		

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made and entered into as of January 10, 2017, by and among Right Thought Pens, Inc., a Tennessee corporation located at 1116A Harpeth Industrial Ct., Franklin, TN 37064-2224, ("Seller"), and Greeting Pens, LLC, a Tennessee limited liability company ("Buyer"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

**WHEREAS**, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of January 10, 2017 ( the "Purchase Agreement"), pursuant to which the Seller has agreed to sell to Buyer, and Buyer has agreed to buy from the Seller, the Intellectual Property, including without limitation certain service marks, trademarks, trade names and patents of Seller used in connection with the Business, and registrations therefor. Pursuant to the Purchase Agreement, the Seller has agreed to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer of, all Assets; and

**WHEREAS**, the Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's right, title and interest in, to and under the Intellectual Property, including the patents and trademarks listed on Schedule A annexed hereto and incorporated herein by reference.

**NOW, THEREFORE**, the Seller, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement and the promises, warranties and representations by the Buyer contained in the Purchase Agreement (which are hereby incorporated by reference), the receipt of which are hereby acknowledged, hereby transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, the same to be held and enjoyed by the said 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 the said Seller had this Assignment not been made.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The Purchase Agreement controls to the extent of any conflict between its terms and those of this instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, Seller has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first above written.

SELLER:

RIGHT THOUGHT PENS, INC.

By: 

Name: Herman Eugene Lovell

Its: President

IN WITNESS WHEREOF, Buyer has executed this Assignment of Intellectual Property as of the date first above written.

BUYER:

GREETING PENS, LLC

By: 

Name: William Owen

Its: President

## SCHEDULE A

### Trademarks

THE EVEREST (Reg. No. 3,183,717)	MITZVAH PEN (Reg. No. 3,547,287)
TIP-TOP (Reg. No. 3,183,716)	BRAGGIN' RIGHTS (Reg. No. 2,945,102)
RIGHT THOUGHT (Reg. No. 2,718,592)	PARTY PENS (Reg. No. 2,988,383)
STICK ME NOTES (Reg. No. 3,202,776)	CLICK ME (Reg. No. 3,011,365)
STORYTELLER (Reg. No. 3,383,274)	BABY PEN (Reg. No. 3,130,798)
CLICK ME CELEBRATION PEN (Reg. No. 3,371,375)	SCRIPTURE PEN (Reg. No. 3,914,317)
GREETING PEN (Reg. No. 2,822,323)	THE GREETING PEN COMPANY (Reg. No. 2,618,955)
FRIEND PEN (Reg. No. 2,856,876)	THE MOST PROFITABLE 4" ON YOUR COUNTER (Reg. No. 2,650,570)
QUINCEANERA PEN (Reg. No. 3,547,288)	

### Patents

US D485,575 S	US D507,019 S
US D497,642 S	US D518,102 S