

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4450001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYNTHIA MOCKLER	06/01/2017
CARRIE CLINE	06/16/2008
KRISTY FERGUSON	08/15/2003
RECEIVING PARTY DATA	
Name:	EDIBLE ARRANGEMENTS, LLC
Street Address:	95 BARNES ROAD
City:	WALLINGFORD
State/Country:	CONNECTICUT
Postal Code:	06492
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D695487
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>	
Email:	BostonIPDocketing@dlapiper.com
Correspondent Name:	MICHAEL MCGURK
Address Line 1:	DLA PIPER, LLP (US)
Address Line 2:	33 ARCH STREET, 26TH FL
Address Line 4:	BOSTON, MARYLAND 02110
ATTORNEY DOCKET NUMBER:	EDI-020D
NAME OF SUBMITTER:	MICHAEL MCGURK
SIGNATURE:	/Michael McGurk/
DATE SIGNED:	06/08/2017
Total Attachments: 29	
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ASSIGNMENT

WHEREAS, I, Cynthia Mockler, have invented one or more inventions described in an application for Letters Patent of the United States entitled:

CUPCAKE SHAPED FRUIT DESSERT

and identified by

☒ U.S. Design Patent No. D695,487, issued in the U.S. Patent and Trademark Office on December 17, 2013; and

WHEREAS, Edible Arrangements, LLC (hereinafter "ASSIGNEE"), a corporation having a usual place of business at 95 Barnes Road, Wallingford, Connecticut 06492, USA, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, at least as early as the filing date of said application, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application, and such Letters Patent that may issue thereon and applications that claim priority thereto under United States law or international convention, and such Letters Patent that may issue thereon, including but not limited to non-U.S., international, non-provisional, continuation, divisional, reissue, reexamination, extension, and substitution applications of said application and such Letters Patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; I hereby convey all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of papers for filing of non-provisional, substitution, continuation, divisional, reissue, reexamination, and corresponding foreign and international patent applications;

Assignment

Attorney Docket No. EDI-020D (307491-020000)

U.S. Design Patent No. D695,487

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AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I do hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns or legal representatives.

IN WITNESS WHEREOF, Inventor/Assignor has caused this Assignment to be duly executed on the date set forth below.

Inventor 
Cynthia Mockler

Dated: 6/1/17

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of June 16, 2008 (the "Effective Date") by and between Carrie Cline, 72 Briarwood Lane, Milford, CT 06460 (the "Employee") and EDIBLE ARRANGEMENTS INTERNATIONAL, INC., a Connecticut corporation having its principal office at 95 Barnes Rd, Wallingford, CT 06492 (the "Company").

WITNESSETH:

WHEREAS, Employee is about to commence employment with, or is currently employed by, the Company;

WHEREAS, Employee has been advised by the Company that Employee's execution and delivery of this Employment Agreement is a condition of employment with the Company, or continued employment with the Company, as the case may be;

WHEREAS, in exchange for employment with the Company, or continued employment with the Company, as the case may be, Employee is willing to enter into this Employment Agreement with the Company;

WHEREAS, the Employee and the Company have determined it in their best interest to enter into this Employment Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Employee and the Company covenant and agree as follows:

1. EMPLOYMENT AT WILL.

2. COMPENSATION.

3. FRINGE BENEFITS.

4. FULL-TIME EMPLOYMENT.

5. NON-INTERFERENCE COVENANT.

6. COVENANT TO REPORT.

7. OWNERSHIP AND ASSIGNMENT OF INTELLECTUAL PROPERTY.

7.01 The Employee agrees that all originals and all copies of all business plans, manuscripts, drawings, prints, manuals, diagrams, letters, notes, notebooks, reports, models, records, files, memoranda, plans, sketches and all other documents and materials containing, representing, evidencing, recording, or constituting any Confidential Information (defined in Section 8.01), however and whenever produced (whether alone or with others) during the course of the Employee's employment, shall be the sole property of the Company.

7.02 The Employee agrees that all Confidential Information and all other discoveries, inventions, ideas, specifications, designs, concepts, research and other information, databases, works of authorship, processes, products, methods and improvements, or parts thereof conceived, developed, or otherwise made by the Employee, alone or jointly with others and in any way relating to or suggested by the Company's or any of its Affiliates' or Franchisees' present or proposed products, programs or services or to tasks assigned to the Employee during the course of his employment, whether or not patentable or subject to copyright protection, whether or not reduced to tangible form or reduced to practice during the period of his employment with the Company, whether or not made during his regular working hours, whether or not made on the Company's premises, and whether or not disclosed by the Employee to the Company (collectively "Intellectual Property"), together with all products or services which embody or emulate any Intellectual Property, shall be the sole property of the Company.

7.03 The Employee agrees to, and hereby does, assign to the Company all of his right, title and interest throughout the world in and to all Intellectual Property and to anything tangible that evidences, incorporates, constitutes, represents or records any of the Intellectual Property. The Employee agrees that all Intellectual Property shall constitute works made for hire under the copyright laws of the United States and hereby assigns (and to the extent any such assignment cannot be made at present the Employee hereby agrees to assign) to the Company, all copyrights, trademarks, patents, and other proprietary rights the Employee may have in any Intellectual Property, together with the right to file for and/or own, wholly without restriction, all United States and foreign patents, trademarks, and copyrights. The Employee agrees to waive, and hereby waives, all moral rights or proprietary rights in or to any Intellectual Property, and to the extent that such rights may not be waived, agrees not to assert such rights against the Company, any of its Affiliates or Franchisees, or any of its or their licensees, successors, or assigns. The Employee hereby designates the Company as his agent, and grants to the Company a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting any assignment of any of the Intellectual Property and rights therein to the Company.

7.04 The Employee shall make and maintain adequate and current written records of all Intellectual Property, including notebooks and invention disclosures, which records shall be available to and remain the property of the Company at all times. The Employee shall disclose all Intellectual Property promptly, fully, and in writing to the Company immediately upon production or development of the same and at any time upon request.

7.05 The Employee will, at any time during his employment or after it terminates, upon the Company's request, execute all documents and perform all lawful acts that the Company considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Section 7. Without limiting the generality of the foregoing, the Employee will assist the Company in any reasonable and lawful manner to obtain for its own benefit patents or copyright or trademark registrations in any and all countries with respect to all Intellectual Property owned by the Company pursuant to this Section 7. The Employee will execute patent and other applications and assignments thereof to the Company or persons designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Section 7. The Employee will further assist the Company in every reasonable way to enforce any patents, copyrights and trademarks obtained, including without limitation testifying in any suit or proceeding involving any of such patents, copyrights, or trademarks or executing any documents necessary by the Company, all without further consideration than provided for herein. The Company will reimburse the Employee for his reasonable out-of-pocket expenses of his assistance incurred at the Company's request under this Section 7.05.

8. CONFIDENTIAL INFORMATION.

9. APPLICABILITY OF UNIFORM TRADE SECRETS ACT

10. COVENANT NOT TO COMPETE.

11. SPECIFIC PERFORMANCE.

12. Employee Not in Breach of Other Agreements.

13. AMENDMENT AND WAIVER.

14. ENTIRE AGREEMENT.

15. ASSIGNMENT AND THIRD PARTY BENEFICIARIES.

16. BINDING NATURE AND SURVIVING PROVISIONS.

17. SEVERABILITY.

18. GOVERNING LAW.

19. NOTICES.

IN WITNESS WHEREOF, CARRIE CLINE has signed this Agreement and the Company has caused this Agreement to be signed in its name by its president, hereunto duly authorized, as of the day and year first above written.

By: 

Carrie Cline

EDIBLE ARRANGEMENTS
INTERNATIONAL, INC.

By: 

President

Exhibit A

Job Description and Compensation Package

Title: Director of Product Development

Responsibilities:

- To be determined in the first 90 days

Compensation Package:

Exhibit B

Not applicable

Acceptance by Employee:

_____	_____
Employee	Date

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of 8/15/03 (the "Effective Date") by and between Kristy Ferguson of Hamden, CT (the "Employee") and EDIBLE ARRANGEMENTS FRANCHISE GROUP, INC., a Connecticut corporation having its principal office at 1920 Dixwell Avenue, Suite 200, Hamden, CT 06514 (the "Company").

WITNESSETH:

WHEREAS, both parties have determined it in their best interest to enter into this Employment Agreement;

NOW, THEREFORE, the Employee and the Company covenant and agree as follows:

1. EMPLOYMENT COVENANT AND PERIOD OF EMPLOYMENT.

2. COMPENSATION CLAUSE.

3. FRINGE BENEFITS.

4. FULL-TIME EMPLOYMENT.

5. NON-INTERFERENCE COVENANT.

6. COVENANT TO REPORT.

7. COMPANY'S RIGHT TO INVENTIONS, TANGIBLE THINGS,
COPYRIGHTS AND TRADEMARKS.

7.01 The Employee agrees that the Employee's entire right, title or interest, both domestic or foreign, in any and all Inventions (as defined in Section 7.02), any and all Tangible Things (as defined in Section 7.03), any and all Copyrights and Trademark Rights (as defined in Section 7.04), and any and all Confidential Information (as defined in Section 7.05) shall be the sole property of the Company, and the Employee will and does hereby assign and convey to the Company, its successors and assigns,

any and all Inventions, any and all Tangible Things, any and all Copyrights and Trademark Rights, and any and all Confidential Information. Upon the termination of Employee's employment with the Company or upon the request of the Company at any time, the Employee shall promptly deliver any and all Tangible Things then in Employee's possession or under Employee's control to the Company and shall retain no reproductions or copies thereof.

7.02 The term "Inventions" as used in this Agreement shall mean and include any and all inventions, improvements, secret processes, innovative discoveries and innovative software developments, whether or not patentable, made or conceived by the Employee while working for the Company relating or pertaining to the current or foreseeable business or activities of the Company, its Affiliate or Franchisees or which bear a direct relation to or are made in consequence of the Employee's official duties, regardless of (a) whether made or conceived by the Employee (i) alone or jointly with others, (ii) during or outside of working hours, or (iii) utilizing the Company's premises, tools or materials, or otherwise; or (b) whether completed before or after the expiration of the period of employment with the Company if conceived during such period.

7.03 The term "Tangible Things" shall mean and include Company, Affiliate and Franchisee: writings, records, photographs, artworks, blueprints, drawings, models, reproductions, radio and television programs and scripts, recordings, tapes and the like, and computer programs in any form, having application to or useful in the current or foreseeable business or activities of the Company, its Affiliate or any Franchisee.

7.04 The term "Copyrights and Trademark Rights" shall mean and include all copyrights and trademark rights (both common law and statutory), having application to or useful in the current or foreseeable businesses or activities of the Company, its Affiliate or any Franchisee.

7.05 The term "Confidential Information" shall mean and include:

(a) confidential or secret records, data, processes, methods, procedures, techniques, plans, designs, machinery, devices, appliances, tools, improvements, drawings, computer programs, discoveries, inventions, shop rights, products, or trade secrets relating to the current or foreseeable businesses or activities of the Company, its Affiliate or any Franchisee;

(b) any mailing list, customer list, Franchisee list, prospective franchisee list, supplier list, or other information relating to the Company, any Franchisee, the Affiliate, or any customer of the Company, its Affiliate or any Franchisee;

(c) the Company's, the Affiliate's and each Franchisee's personnel records; or

(d) pricing policy, rate structure, personnel policy, method or practice of obtaining or doing business of or by the Company, the Affiliate and/or any Franchisee, or any other confidential or secret aspect of the current or foreseeable businesses or activities of the Company, the Affiliate and/or any Franchisee.

7.06 Confidential Information shall not include information which:
(i) becomes generally available to the public other than as a result of unauthorized disclosure; (ii) is disclosed to third parties with the prior permission of the Company; (iii) is disclosed to the Employee by a third party who is other than the Affiliate or a Franchisee, and who is under no duty of non-disclosure with respect to such information; or (iv) is made pursuant to a requirement of law or a subpoena.

7.07 Failure to mark any of the Confidential Information as confidential and/or proprietary shall not affect its status as part of the Confidential Information under the terms of this Agreement.

8. CONFIDENTIAL INFORMATION.

9. COMPANY'S RIGHT TO THE EMPLOYEE'S DISCLOSURE AND ASSISTANCE.

The Employee will promptly disclose to the Company, its successor and assigns, and to no other persons, any and all matters covered by this Agreement and, when requested by the Company, but at no expense to the Employee, the Employee will sign any and all papers and render such assistance as may be necessary or desirable in the opinion of the Company to secure the grant of patents and copyright and trademark registrations and other legal protection thereon and to vest in the Company the entire right, title and interest in and to all Inventions, Tangible Things, Copyrights and Trademark Rights, Confidential Information, or other property rights covered by this Agreement.

10. APPLICABILITY OF UNIFORM TRADE SECRETS ACT

11. COVENANT NOT TO COMPETE.

12. SPECIFIC PERFORMANCE.

13. Employee Not in Breach of Other Agreements.

14. AMENDMENT.

15. ENTIRE AGREEMENT.

16. ASSIGNMENT AND THIRD PARTY BENEFICIARIES.

17. BINDING NATURE AND SURVIVING PROVISIONS.

18. SEVERABILITY.

19. GOVERNING LAW.

20. NOTICES AND WAIVERS.

IN WITNESS WHEREOF, Kristy Ferguson has signed this Agreement and the Company has caused this Agreement to be signed in its name by its president, hereunto duly authorized, as of the day and year first above written.

By: Kristy Ferguson 8/15/03

EDIBLE ARRANGEMENTS FRANCHISE GROUP, INC.

By: [Signature]

President

8-15-03

EDIBLE ARRANGEMENTS FRANCHISE GROUP, INC.

WWW.EDIBLEARRANGEMENTS.COM TOLL FREE 1-800-555-0001

1610

Kristy Ferguson

6/10/2004

Per Contract

10,000.00

People's Bank

10,000.00

PATENT
REEL: 042733 FRAME: 0289

Exhibit A

Job Description and Compensation Package

Title: Director of Marketing.

Compensation Package:

47,000•

52•

903•85

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Exhibit B

Geographical Area Protected from Competition

States covered:

Provinces covered:

As noted above.

Metropolitan Areas covered:

Ad noted above.

427957.1(HSFP)

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Edible Arrangements
NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

Edible Arrangements

By: 

Name: TARIQ FARID Title: President

Dated: 8-15, 20 03

EMPLOYEE:

By: Kristy Ferguson

Name: Kristy Ferguson

Address: 1426 Aspen Glen Dr. Hamden, CT 06518

Dated: 8/15/, 20 03

WITNESS:

By: S. Patel

Name: Sarjo Patel

Dated: 8/15, 20 03

Edible Arrangements
1920 Dixwell Avenue Hamden, CT 06514

PATENT
REEL: 042733 FRAME: 0293



EMPLOYEE HANDBOOK ACKNOWLEDGMENT

RECEIPT AND ACKNOWLEDGEMENT

I have received a copy of Edible Arrangements, LLC. Employee handbook. I have read the above information and I acknowledge that it is a correct statement of my employment status.

Signed Kristy Ferguson Date 8/15/03
Print name Kristy Ferguson

Edible Arrangements, LLC. "Corporate Headquarters"
1920 Dixwell Avenue • Hamden, Connecticut 06514

PATENT
REEL: 042733 FRAME: 0295

