504449812 07/10/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4496513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RYAN KENNY	01/01/2017

RECEIVING PARTY DATA

Name:	THE CHRISTMAS TREE HUGGER LLC	
Street Address:	1366 BELFAIRE TRACE	
City:	DACULA	
State/Country:	GEORGIA	
Postal Code:	30019	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15425122
Patent Number:	D787365

CORRESPONDENCE DATA

Fax Number: (404)961-7614

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.

Phone: 4049617614

Email: jmonahon@trusted-counsel.com

Correspondent Name: JOHN MONAHON

Address Line 1: 1201 PEACHTREE STREET, NE

Address Line 2: SUITE 500

Address Line 4: ATLANTA, GEORGIA 30361

NAME OF SUBMITTER:	JOHN P. MONAHON
SIGNATURE:	/John P. Monahon/
DATE SIGNED:	07/10/2017

Total Attachments: 3

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PATENT 504449812 REEL: 042955 FRAME: 0904

THE CHRISTMAS TREE HUGGER LLC ASSIGNMENT OF INTELLECTUAL PROPERTY

I, the undersigned, in connection with entering into an Operating Agreement for The Christmas Tree Hugger LLC on even date herewith, and other good and valuable consideration, agree as follows:

- 1. Intellectual Property. As used in this Assignment of Intellectual Property ("Assignment"), the term "Intellectual Property" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Intellectual Property" includes "Inventions," which is defined to mean any inventions protected under patent laws.
- Assignment of Intellectual Property; License of Prior Intellectual Property. I hereby assign to Company my entire right, title, and interest in and to: (a) each of the Intellectual Property on Exhibit A; (b) each of the Intellectual Property (including Inventions), and any associated intellectual property rights, which I solely or jointly conceived, reduced to practice, created, derived, developed or made during the period of my services to Company, which either (i) related, at the time of conception, reduction to practice, creation, derivation, development, or making of such Intellectual Property, to Company's business or actual or demonstrably anticipated research or development, or (ii) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (iii) resulted from any work I performed for Company; and (c) each of the Intellectual Property which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I solely or jointly conceived, developed, reduced to practice, created, derived, developed, or made during the period of my services to Company, which were applicable to the business of Company (collectively, the Intellectual Property identified in clauses (a), (b) and (c) are hereinafter the "Company Intellectual Property"). To the extent any of the rights, title and interest in and to the Company Intellectual Property cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to Company Intellectual Property can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights. I represent that I have no rights in any Intellectual Property, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my services to Company (collectively, the "Prior Intellectual Property"), but to the extent that I may, I hereby grant to Company or Company's designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Intellectual Property which I incorporated, or permitted to be incorporated, in any Company Intellectual Property. I warrant that I am not a party to any other agreement that will interfere with my full compliance with this Assignment
- 3. Cooperation in Perfecting Rights to Intellectual Property. I agree to perform all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Intellectual Property assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Assignment.
- Governing Law and Severability. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the State of Georgia. If any provision of this Assignment is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Assignment shall not be affected or impaired thereby.

(Signature Page Follows)

PATENT REEL: 042955 FRAME: 0905 IN WITNESS WHEREOF, the undersigned has signed and sealed this Assignment effective as of the 1st day of January, 2017.

Undersigned:

Signature

Name (Print):

Date:

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Exhibit A

1. Title of the Invention: Decoration for an Artificial Tree Application Serial No.: 29/552,434

2. Title of the Invention: Artificial Tree Pole Cover

Application Serial No.: 15/425,122

3. Trademark: Hugger Registration No.: 5.031,070

4. Trademark Design:



Initials (RM)

Assignment of Intellectual Property

RECORDED: 07/10/2017

PATENT REEL: 042955 FRAME: 0907