

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5427054

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TPP OPERATING, INC.	06/11/2018
RECEIVING PARTY DATA		
Name:	SUMMIT PORTRAITS, LLC	
Street Address:	1101 SUMMIT AVE.	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75074	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7470044
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>		
Phone:	214 473-8686	
Email:	sclemons@bltexaslaw.com	
Correspondent Name:	STEVE CLEMONS	
Address Line 1:	5700 GRANITE PARKWAY	
Address Line 2:	STE. 950	
Address Line 4:	PLANO, TEXAS 75024	
NAME OF SUBMITTER:	STEVE H. CLEMONS	
SIGNATURE:	/Steve H. Clemons/	
DATE SIGNED:	03/18/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 13		
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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (the “Assignment”) is hereby entered into on June 11, 2018 (the “Effective Date”), by and between PP (Assignment for the Benefit of Creditors), LLC, a Delaware limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of TPP Operating, Inc. d/b/a The Picture People (“Assignor” or “PP”), and Summit Portraits, LLC, a Texas limited liability company (“Purchaser”).

RECITALS

A. On even date hereof, PP solely in its capacity as the assignee for the benefit of creditors for the Assignment Estate, entered into a certain Asset Purchase Agreement (“Purchase Agreement”) with Purchaser in which Purchaser agreed to acquire substantially all of the Assignment Estate’s Assets, including, without limitation, all PP Intellectual Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, PP desires to transfer to Purchaser all of PP’s right, title and interest in and to the trademarks listed on Exhibit A attached hereto (“PP Trademarks”) and patents listed on Exhibit B attached hereto (“PP Patents”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, PP and Purchaser hereby agree as follows:

1. PP does hereby convey, assign, transfer and deliver to Purchaser, its successors and assigns (i) all of PP’s entire right, title and interest in and to the PP Trademarks as set forth in Exhibit A to this Assignment, including the registrations and any applications for registration thereof throughout the world, together with all common law rights related thereto, and with the goodwill of the business symbolized by the PP Trademarks, (ii) the right to sue or otherwise recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with past, present and future infringement or other violation thereof or dilution of or damage or injury to the PP Trademarks or such represented goodwill, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Purchaser, its successors and assigns and their legal representatives, as fully and entirely as the same would have been held and enjoyed by PP if this Assignment had not been made.

2. PP does hereby convey, assign, transfer and deliver to Purchaser, its

successors and assigns, all of PP's entire right, title and interest in and to the PP Patents as set forth on Exhibit B, together with the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations and extensions thereof, together with the right to sue for and recover all claims for damages for all infringements, including the right of recovery for past infringements thereof; the same to be held and enjoyed by Purchaser for its own use and benefit and the use and benefit of its successors and assigns and their legal representatives, as fully and entirely for the full term or terms of all such rights.

3. PP and Purchaser agree that any filing fees associated with recording this Assignment with the U.S. Patent and Trademark Office shall be borne solely by Purchaser.

4. This Assignment has been executed and delivered by PP to be used for recording the Assignment herein with the appropriate government entity. At Purchaser's sole cost and expense, PP shall execute and deliver such other documents and take all other actions which Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Purchaser's right, title and interest in and to the PP Patents and PP Trademarks, including, without limitation, its recordation in relevant state and national patent and trademark offices.

5. PP hereby authorizes and requests that the U.S. Patent and Trademark Office record this Assignment.

6. Upon the consummation of this Assignment, PP's conveyance, transfer and assignment of the PP Patents and PP Trademarks shall be rendered on an "AS IS" and "WHERE IS" basis, subject only to those representations and warranties expressly set forth in the Purchase Agreement. PP represents and warrants that PP has full and complete authority to make this Assignment.

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

8. This Assignment may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

9. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws

of the State of Delaware, without giving effect to any principles of conflicts of law.

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IN WITNESS WHEREOF, Assignor and Purchaser have caused this Patent and Trademark Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

PP (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC in its sole and limited capacity as assignee for the benefit of the creditors of TPP Operating, Inc. d/b/a The Picture People

By: Thomas L. Minick

Name: Thomas L. Minick

Title: President

PURCHASER

Summit Portraits, LLC

By: _____

Name: Brian Woodchek

Title: President

SIGNATURE PAGE TO
PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

PATENT
REEL: 048625 FRAME: 0810

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Patent and Trademark Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

PP (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC in its sole and limited capacity as assignee for the benefit of the creditors of TPP Operating, Inc. d/b/a The Picture People

By: _____

Name: Thomas L. Minick

Title: President

PURCHASER

Summit Portraits, LLC

By: Brian Woodchek

Name: Brian Woodchek

Title: President

EXHIBIT A
(See Attached)

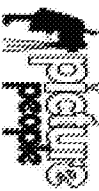
TPP Operating, Inc.
Active Trademark Portfolio Report
as of January 18, 2018

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES DESCRIPTION	STATUS	OWNER NAME
PICTURE PEOPLE	Algeria	143071	Aug 10, 2014			35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Pending	TPP Acquisition, Inc.
						41	Portrait photography		
PICTURE PEOPLE	Bahrain	IR 1226653	Aug 1, 2014			35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Pending	TPP Acquisition, Inc.
						41	Portrait photography		
PICTURE PEOPLE	Canada	1,650,582	Nov 4, 2013	TMA907,996	Jul 9, 2015	N/A	Greeting cards; calendars.	Registered	TPP Operating, Inc.
						N/A	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs; portrait photography.		
PICTURE PEOPLE	Iraq	68533	Jan 14, 2015			35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Pending	TPP Acquisition, Inc.
						41	Portrait photography		
PICTURE PEOPLE	Jordan	140082	Aug 4, 2014	140082	Feb 18, 2016	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition, Inc.

PATENT

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES DESCRIPTION	STATUS	OWNER NAME
PICTURE PEOPLE	Jordan	141022	Aug 4, 2014	141022	Apr 5, 2016	41	Portrait photography	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Kuwait	154456	Aug 4, 2014	139948	Sep 4, 2016	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Kuwait	154457	Aug 4, 2014	139318	Aug 9, 2016	41	Portrait photography	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Lebanon	22681	Aug 21, 2014	160173	Sep 11, 2014	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition, Inc.
						41	Portrait photography		
PICTURE PEOPLE	Morocco	IR 1226653	Aug 1, 2014	IR 1226653	Aug 1, 2014	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition, Inc.
						41	Portrait photography		
PICTURE PEOPLE and Design	New Zealand	735683	Sep 15, 2005	735683	Mar 16, 2005	35	Retail sale of photography-related products	Registered	The Picture People, Inc.
						41	Portrait photography services		
PICTURE PEOPLE	Oman	IR 1226653	Aug 1, 2014			35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Pending	TPP Acquisition, Inc.
						41	Portrait photography		

PATENT

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES DESCRIPTION	STATUS	OWNER NAME
PICTURE PEOPLE	Qatar	91915	Sep 21, 2014	91915	Jul 19, 2016	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Qatar	91916	Sep 21, 2014	91916	Jul 19, 2016	41	Portrait photography	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Saudi Arabia	1435021219	Sep 15, 2014	1435021219	Jan 26, 2015	35	Advertising; business management; business administration; office functions, communication media; (Presentation of goods on —), for retail purposes.	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	Saudi Arabia	1435021220	Sep 15, 2014	1435021220	Jan 26, 2015	41	Education; providing of training; entertainment; sporting and cultural activities photography.	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE and Design 	Switzerland	575072005	Sep 15, 2005	539132	Oct 25, 2005	35	Retail trade, including retail sale of goods in the field of Photography	Registered	The Picture People, Inc.
						41	Photography, including portrait photography, rental of products from the fields of photography, digital picture service; film production.		
PICTURE PEOPLE	United Arab Emirates	184903	Jan 10, 2013	184903	Mar 12, 2015	35	The bringing together, for the benefit of others, of a variety of goods (excluding transport thereof), enabling customers to conveniently view and purchase those goods, namely such services may be provided by retail store	Registered	TPP Acquisition, Inc.
PICTURE PEOPLE	United Arab Emirates	184904	Jan 10, 2013	184904	Mar 11, 2015	41	Portrait Photography	Registered	TPP Acquisition, Inc.

PATENT

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES DESCRIPTION	STATUS	OWNER NAME
PICTURE PEOPLE	United Kingdom	2647910	Jan 8, 2013	2647910	Jun 7, 2013	35	Retail services connected with the sale of frames, gift cards, photographs, covers for electronic apparatus, sleeves for electronic apparatus, coasters, placemats, stones, blocks of artificial material, boxes and containers, sculptures, sculptures modelled from photographic images, pins, lockets, key chains, magnets, ornaments, mouse pads, plates, bowls or mugs, computer readable media; retail services connected with the sale of any of the aforesaid goods when printed with one or more photographic images	Registered	TPP Acquisition Inc.
PICTURE PEOPLE	United States of America	85/209,542	Jan 3, 2011	3,997,937	Jul 19, 2011	41	Portrait photography	Registered	TPP Operating, Inc.
						35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs		
						41	Portrait photography		
PORTRAITS IN MINUTES	United States of America	87/576,716	Aug 21, 2017			35	Retail stores featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Pending	TPP Operating, Inc.
THE PICTURE PEOPLE	United States of America	75/533,723	Aug 10, 1998	2,394,410	Oct 10, 2000	41	Portrait photography	Registered	TPP Operating, Inc.
						35	Retail store services for photography related products		
THE PICTURE PEOPLE	United States of America	75/883,686	Dec 28, 1999	2,412,495	Dec 12, 2000	42	Portrait photography services	Registered	TPP Operating, Inc.
						16	Greeting cards, calendars		

PATENT

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES DESCRIPTION	STATUS	OWNER NAME
PICTURE PEOPLE	Yemen	68449	Sep 23, 2014	68449	Sep 23, 2014	35	Retail store services featuring photography related products, frames, gift cards, photographs and merchandise customized with photographs	Registered	TPP Acquisition Inc.
PICTURE PEOPLE	Yemen	68472	Sep 23, 2014	68472	Sep 23, 2014	41	Portrait photography	Registered	TPP Acquisition, Inc.

PATENT

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EXHIBIT B
(See Attached)

Active Patent Portfolio Report

PATENT TITLE	COUNTRY	APP. NO.	DATE FILED	PATENT NO.	PATENT DATE	STATUS	OWNER NAME
Light Diffusion Device	United States of America	11277212	Mar 22, 2006	7,470,044	Dec 30, 2008	Granted	The Picture People

PATENT

REEL: 048625 FRAME: 0819

RECORDED: 03/18/2019