

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8068423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BN LEGACY CORP.	06/02/2023
RECEIVING PARTY DATA	
Name:	THE TRUSTEE OF JAMES ARLO SHIRK 2012 PERPETUAL TRUST, AN ILLINOIS TRUST, THE TRUSTEE COMPRISING BRUCE W. BREITWEISER, A U.S. CITIZEN
Street Address:	234 E FRONT ST
City:	BLOOMINGTON
State/Country:	ILLINOIS
Postal Code:	61701
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D864730
Patent Number:	D864731
Patent Number:	D865083
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:	3147267500
Email:	mjtefile@harnessip.com
Correspondent Name:	MICHAEL J. THOMAS
Address Line 1:	7700 BONHOMME AVE.
Address Line 2:	SUITE 400
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	17635-500001
NAME OF SUBMITTER:	MICHAEL J. THOMAS
SIGNATURE:	/Michael J. Thomas/
DATE SIGNED:	07/20/2023
Total Attachments: 18	
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into *nunc pro tunc* as of January 3, 2022, by and between BN Legacy Corp. ("Assignor"), an Illinois corporation located in Bloomington, Illinois, and The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012) ("Assignee"), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen.

WHEREAS, Assignor is the owner of certain tangible and intangible assets relating to the BEER NUTS® brand and its business;

WHEREAS, Assignor wishes to transfer, convey and assign all right, title and interest in and to the tangible and intangible assets identified herein, to better preserve and protect these assets, and Assignee wishes to accept such transfer, conveyance and assignment; and

WHEREAS, Assignee wishes to assume all the obligations and responsibilities associated with ownership of properties currently owned by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to the BEER NUTS® trademark and trade name, and all other marks, names, or other designations including or consisting of BEER NUTS, together with all goodwill symbolized by such marks, names, or other designations, for all types of peanuts, nuts, and other food products and mixes; clothing; merchandise; promotional items; and related services. This includes, but is not limited to, the following registrations in the United States, Canada and Mexico:

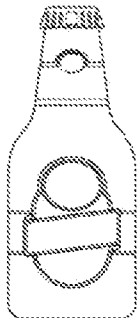
- BEER
NUTS**
- a. **BEER NUTS** (U.S. Reg. No. 605,905), registered May 10, 1955, in International Class 29;
 - b. **BEER NUTS** (U.S. Reg. No. 4,605,196), registered September 16, 2014, in International Class 25;
 - c. **BEER NUTS** (U.S. Reg. No. 4,687,216), registered February 17, 2015, in Classes 29 and 30;



- d. **BEER NUTS** (U.S. Reg. No. 4,690,991), registered February 24, 2015, in International Classes 29 and 30;



e. (U.S. Reg. No. 4,690,992), registered February 24, 2015, in International Class 25;



f. (U.S. Reg. No. 5,929,759), registered December 10, 2019, in International Class 29;

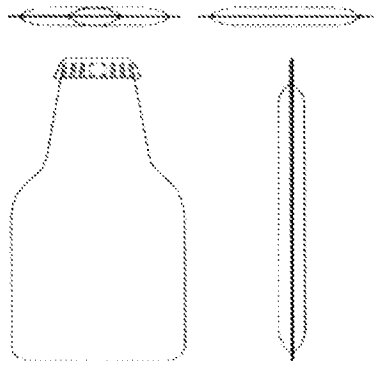


g. (U.S. Reg. No. 5,941,113), registered December 24, 2019, in International Class 29



h. (U.S. Reg. No. 5683634), registered February 26, 2019, in International Class 29;

i. **BEER NUTS** (Canada Reg. No. TMA114110), registered May 15, 1959, in International Class 29; and



j.
International Class 29

(Mexico Reg. No. 2079597), registered August 9, 2108, in

The parties will execute the Trademark Assignment attached hereto as Exhibit A for filing with the United States Patent and Trademark Office; the Trademark Assignment attached hereto as Exhibit B for filing with the Canadian Intellectual Property Office; and the Trademark Assignment attached hereto as Exhibit C for filing with the Mexican Institute of Industrial Property.

2. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to the following unregistered slogans and marketing expressions, together with all goodwill symbolized by such slogans and marketing expressions, for all types of peanuts, nuts, and other food products and mixes; clothing; merchandise; promotional items; and related services:

- a. "America's Favorite Nuts"
- b. "Good Times, Great Nuts;"
- c. "Please Snack Responsibly;"
- d. "Snack Responsibly;"
- e. "Lightly Salted, Slightly Sweet;" and
- f. "The Unique Sweet and Salty Taste."

3. Assignor hereby transfers, conveys and assigns to Assignee the title and ownership of the following agreements, including all rights and obligations under such agreements:

- a. Agreement with Brew City Beer Gear, dated October 11, 2004;
- b. Agreement with H 3 Sportsgear, LLC, dated January 6, 2006;
- c. Agreement with MJC SF, LLC, dated March 26, 2007; and
- d. Agreement with Vault Agency, LLC, dated October 8, 2009.

4. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to trade secrets and know-how developed in connection with the manufacture, promotion, and sale of nut products by Assignor, including without limitation all confidential formulae and processes for the manufacture of lightly salted, sweet nut products and mixes. The Assignor shall disclose to Assignee the aforesaid trade secrets and know-how, and Assignor shall not use the trade secrets or know-how, or disclose the trade secrets or know-how to any other party after this transfer of ownership in the trade secrets and know-how to the Assignee.

5. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to copyrights that it owns in logos, designs, advertisements, marketing and promotional materials, signage, and other works relating to the BEER NUTS® brand.

6. Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest in and to the following patents and industrial design in the United States and Canada, as well as all issuances, divisions, continuations, continuations-in-part, extensions, reexaminations, and renewals:

- a. US D864,730 S
- b. US D864,731 S
- c. US D865,083 S
- d. Canada No. 182905

The parties will execute the Patent Assignment attached hereto as Exhibit D for filing with the United States Patent and Trademark Office, and the Industrial Design Assignment attached hereto as Exhibit E for filing with the Canadian Intellectual Property Office.

7. Assignor hereby transfers, conveys and assigns to Assignee all rights, title and interest in and to the domain names listed in Exhibit F, attached hereto. The parties will cooperate to effect the transfer of these domain names promptly following the execution of this Agreement.

8. Assignor hereby transfers, conveys and assigns to Assignee the title and ownership in all business records, photographs, print materials, and similar imaging materials currently or previously used in connection with building, preserving and perpetuating the goodwill, history, and success of the BEER NUTS® brand and business.

9. Assignor hereby transfers, conveys and assigns to Assignee the right to sue for any past infringements or other violations of rights with respect to any of the items or intellectual property rights noted in Paragraphs 1 through 8 above, including all claims for damages, restitution, attorneys' fees, costs, and injunctive and other legal and equitable relief.

10. Assignor hereby transfers, conveys and assigns to Assignee any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the rights assigned under this Agreement.

11. Assignor and Assignee will work together to effectuate and record all transfers consistent with this Agreement. Assignor and Assignee each agree to execute any documents necessary to give effects to such transfers.

12. This Agreement and its terms shall remain CONFIDENTIAL (with the exception of Exhibits A, B, C and D) and shall not be disclosed to any third party other than the parties' management, officers, directors, shareholders, attorneys, accountants, financial advisors or tax professionals, unless required by law or court order.

13. Each of the parties has entered into this Agreement freely and voluntarily, and has been given the opportunity to consult with an attorney if it so desires. The parties have read and understand the terms contained in this Agreement and are fully satisfied with it.

14. This Agreement constitutes the entire agreement between the parties with respect to the subject matter referenced in it; and any prior agreements, understandings and negotiations are merged into this Agreement. This Agreement may not be amended, altered, modified or otherwise changed in any respect except in a writing signed by both parties.

15. The invalidity of any portion of this Agreement shall not affect the validity of any other portion. In the event that any term of this Agreement is held to be invalid, the parties agree that the remaining terms shall remain in full force and effect.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to execute this Agreement below on its behalf.

BN LEGACY CORP.

By:  _____

Name: JAMES A SHIRK

Title: MEMBER/OWNER

Date: 2 JUN 2023

**THE TRUSTEE OF JAMES ARLO SHIRK 2012 PERPETUAL TRUST
(DATED DECEMBER 10, 2012)**

By:  _____

Name: BRUCE W. BRETTWIESER

Title: TRUSTEE

Date: JUNE 2, 2023

EXHIBIT A

TRADEMARK ASSIGNMENT

WHEREAS, BN Legacy Corp. ("Assignor") is the owner of the registered trademarks in the United States identified below (the "Trademarks"):

**BEER
NUTS**

1. (U.S. Reg. No. 605,905), registered May 10, 1955, in International Class 29;

2. **BEER NUTS** (U.S. Reg. No. 4,605,196), registered September 16, 2014, in International Class 25;

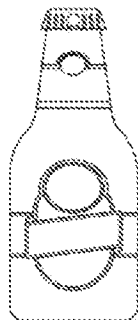
3. **BEER NUTS** (U.S. Reg. No. 4,687,216), registered February 17, 2015, in Classes 29 and 30;



4. (U.S. Reg. No. 4,690,991), registered February 24, 2015, in International Classes 29 and 30;



5. (U.S. Reg. No. 4,690,992), registered February 24, 2015, in International Class 25;



6. (U.S. Reg. No. 5,929,759), registered December 10, 2019, in International Class 29;



7. (U.S. Reg. No. 5,941,113), registered December 24, 2019, in International Class 29; and



8. (U.S. Reg. No. 5683634), registered February 26, 2019, in International Class 29;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Trademarks and the aforesaid registrations, and all goodwill symbolized by the Trademarks, to The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest in and to the Trademarks and the aforesaid registrations, together with all goodwill symbolized by the Trademarks and the right to sue for past infringements.

BN LEGACY CORP.

By: 

Name: JAMES A SHIRK

Title: SIGNATORY OWNER

Date: 2 JUN 2023

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, BN Legacy Corp. ("Assignor") is the owner of the registered trademark BEER NUTS, Canada Reg. No. TMA114110, registered May 15, 1959 (the "Trademark");

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Trademark and the aforesaid registration, and all goodwill symbolized by the Trademark, to The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest in and to the Trademark and the aforesaid registration, together with all goodwill symbolized by the Trademark and the right to sue for past infringements.

BN LEGACY CORP.

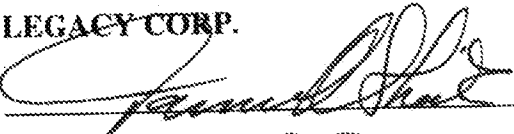
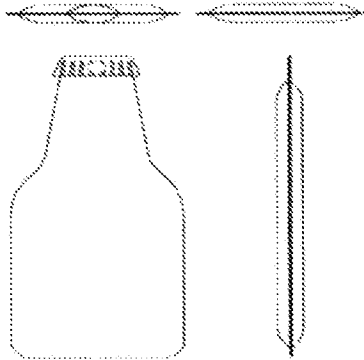
By: 
Name: JAMES A SHIRK
Title: TRUSTEE/OWNER
Date: 2 June 2023

EXHIBIT C

TRADEMARK ASSIGNMENT

WHEREAS, BN Legacy Corp. ("Assignor") is the owner of the registered trademark shown below, Mexico Reg. No. 2079597, registered August 9, 2108, in International Class 29 (the "Trademark");



WHEREAS, Assignor wishes to assign all right, title and interest in and to the Trademark and the aforesaid registration, and all goodwill symbolized by the Trademark, to The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest in and to the Trademark and the aforesaid registration, together with all goodwill symbolized by the Trademark and the right to sue for past infringements.

BN LEGACY CORP.

By: *[Signature]*

Name: JAMES A SHIRK

Title: CHAIRMAN / TRUSTEE

Date: 2 JUL 2023

EXHIBIT D

PATENT ASSIGNMENT

WHEREAS, BN Legacy Corp. ("Assignor") is the owner of the patents in the United States identified below (the "Patents"):

1. US D864,730 S
2. US D864,731 S
3. US D865,083 S

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Patents, and all issuances, divisions, continuations, continuations-in-part, extensions, reexaminations, and renewals, to The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest in and to the Patents as set forth above, including the right to sue for past infringements.

BN LEGACY CORP.

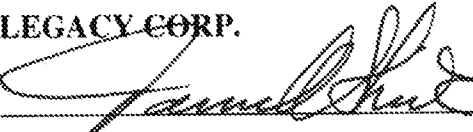
By: 
Name: JAMES A SHIRK
Title: TRUSTEE / OWNER
Date: 2 JUN 2023

EXHIBIT E

INDUSTRIAL DESIGN ASSIGNMENT

WHEREAS, BN Legacy Corp. ("Assignor") is the owner of Canada Industrial Design Reg. No. 182905 (the "Industrial Design"):

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Industrial Design to The Trustee of James Arlo Shirk 2012 Perpetual Trust (dated December 10, 2012), an Illinois trust, the trustee comprising Bruce W. Breitweiser, a U.S. citizen ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all right, title and interest in and to the Industrial Design as set forth above, including the right to sue for past infringements.

BN LEGACY CORP.

By:



Name:

JAMES A SHIRK

Title:

GRANTOR/OWNER

Date:

2 JUN 2023

EXHIBIT F

Domain Names

1. beer-nut.com
2. beer-nuts.com
3. beer-nuts.net
4. beer-nuts.org
5. beernut.net
6. beernut.org
7. beernuts.biz
8. beernuts.co
9. beernuts.com
10. beernuts.info
11. beernuts.net
12. beernuts.org
13. beernutsbrandsnacks.com
14. beernutsbrandsnacks.net
15. beernutsbrandsnacks.org
16. beernutsinc.com
17. beernutsinc.net
18. beernutsinc.org
19. teambeernuts.com