

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLYERS, LLC		09/15/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NELLA PROPERTIES, LLC		
<b>Street Address:</b>	2360 Lindbergh Street		
<b>City:</b>	Auburn		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95602		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2220184	FLYERS	
<b>Registration Number:</b>	2233526	FLYERS	
<b>Registration Number:</b>	2218399	FLYERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154894150		
<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>	4154894100		
<b>Email:</b>	lmiller@vierramagen.com		
<b>Correspondent Name:</b>	Vierra Magen Marcus LLP		
<b>Address Line 1:</b>	575 Market Street, Suite 3750		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	NELA-00000US0		
<b>NAME OF SUBMITTER:</b>	Brian I. Marcus		
<b>SIGNATURE:</b>	/Brian I. Marcus/		
<b>DATE SIGNED:</b>	09/19/2014		
<b>Total Attachments: 2</b>			
source=2014-09-15 Trademark Assignment - Flyers, LLC to Nella Properties, LLC (executed & notarized)#page1.tif			
source=2014-09-15 Trademark Assignment - Flyers, LLC to Nella Properties, LLC (executed & notarized)#page2.tif			

OP \$90.00 2220184

**TRADEMARK ASSIGNMENT**

This Assignment ("Assignment") is made effective as of September 15, 2014 from FLYERS, LLC ("ASSIGNOR") to NELLA PROPERTIES, LLC ("ASSIGNEE");

WHEREAS, ASSIGNOR is the owner of the trademarks ("the Marks") and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered: (2) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damaged, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks and the Property.

IN WITNESS WHEREOF, ASSIGNOR has executed under seal and delivered this Assignment, as of the day and year first above written.

FLYERS, LLC

By: [Signature]  
THOMAS A. DWELLE, Manager

State of California  
County of Placer

On September 15, 2014 before me, T. Karbowski, Notary Public, personally appeared THOMAS A. DWELLE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

Signature [Signature]

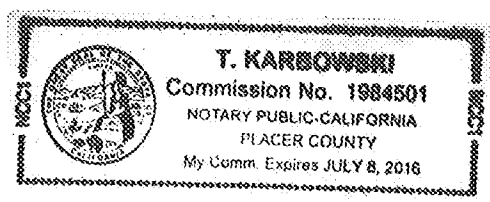


EXHIBIT A

U.S. Registration No. 2,220,184

U.S. Registration No. 2,233,526

U.S. Registration No. 2,218,399