

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zvi Guttman		12/03/2014	INDIVIDUAL:
Commerce Corporation		12/03/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	BFG Supply Co., LLC		
Street Address:	14500 Kinsman Road		
City:	Burton		
State/Country:	OHIO		
Postal Code:	44021		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3994834	FRIENDS OF FLIGHT	
CORRESPONDENCE DATA			
Fax Number:	8584583005		
<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:	8584583000		
Email:	victormartinez@paulhastings.com		
Correspondent Name:	Victor Martinez		
Address Line 1:	4747 Executive Drive, 12th Floor		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	77551.00007		
NAME OF SUBMITTER:	Victor Martinez		
SIGNATURE:	/Victor Martinez/		
DATE SIGNED:	12/03/2014		
Total Attachments: 5			
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TRADEMARK			

CH \$40.00 3994834

TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made and entered into as of December 3, 2014, by and between BFG Supply Co., LLC, an Indiana limited liability company having a principal place of business at 14500 Kinsman Road, in the City of Burton, Ohio ("*Assignee*") and Zvi Guttman, the Chapter 7 Trustee of the bankruptcy estate of Commerce LLC having a principal place of business at Post Office Box 32308, Baltimore, Maryland 21282 ("*Trustee*") and Commerce Corporation, a Maryland Corporation ("*Commerce*" and collectively with the Trustee, "*Assignor*").

WHEREAS, Trustee and Assignee are parties to that certain Settlement Agreement and Release entered into on September 29, 2014, (the "*Agreement*"), pursuant to which Assignor has agreed to resolve certain claims and to assign to Assignee the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Commerce joins in this Assignment in order to insure and confirm that the Trustee may convey the entire right, title and interest in and to such trademark to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademark set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. GENERAL.

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Maryland, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

3.5 To the knowledge of Commerce Corporation and Trustee, the use of the Mark as used by the Debtor or Commerce Corporation has not, and the proposed use by BFG will not, infringe upon, misappropriate, or violate the intellectual property rights of any third party. Commerce Corporation and Trustee have not received and are not aware of any claims, notices, or allegations infringement, misappropriation, or violation of the intellectual property rights of any third party with respect to Debtor or Commerce Corporation's use of the Mark or the anticipated use of the Mark by BFG.


[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

BFG Supply Co., LLC
an Indiana limited liability company

By: 
Name: David C. Daily
Title: CEO

"Assignor"

Zvi Guttman
Chapter 7 Trustee of Commerce LLC

By: _____
Name: Zvi Guttman
Title: Chapter 7 Trustee

"Assignor"

Commerce Corporation
a Maryland Corporation

By: _____
Name: Richard Lessans
Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

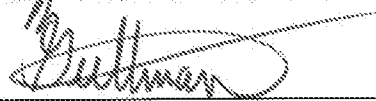
"Assignee"

BFG Supply Co., LLC
an Indiana limited liability company

By: _____
Name: _____
Title: _____


"Assignor"

Zvi Guttman
Chapter 7 Trustee of Commerce LLC

By:  _____
Name: Zvi Guttman
Title: Chapter 7 Trustee

"Assignor"

Commerce Corporation
a Maryland Corporation

By:  _____
Name: Richard Lessans
Title: President

SCHEDULE A

MARKS

FRIENDS OF FLIGHT

Word Mark FRIENDS OF FLIGHT
Goods and Services IC 921, US 092, 013, 029, 029, 039, 040, 059, 0 & S: Bird baths; Bird feeders; Bird houses. FIRST USE: 20100515; FIRST USE IN COMMERCE: 20100315
IC 031, US 001, 040, 0 & S: Bird feed; Bird seed. FIRST USE: 20110201; FIRST USE IN COMMERCE: 20110201

Standard Characters Claimed
Mark Drawing Code (R) STANDARD CHARACTER MARK
Serial Number 25511278
Filing Date April 12, 2010
Current Basis 1a
Original Filing Basis 1B
Published for Opposition September 7, 2010
Registration Number 2996034
Registration Date July 12, 2011
Owner (REGISTRANT) Commerce Corp. CORPORATION MARYLAND 7509 Energy Parkway Baltimore MARYLAND 21225
Attorney of Record Sherry H. Flax
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE