

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URSA (VT) QRS 12-30, Inc.		06/15/2016	Corporation: VERMONT
TD Bank, N.A.		06/15/2016	A Banking Association: VERMONT
RECEIVING PARTY DATA			
Name:	The Vermont Teddy Bear Co., Inc.		
Street Address:	6655 Shelburne Road		
City:	Shelburne		
State/Country:	VERMONT		
Postal Code:	05482		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1646301	TEDDY BEAR-GRAM	
Registration Number:	1985986	VERMONT BEAR-GRAM	
Registration Number:	1885425	BEAR COUNSELOR	
Registration Number:	1941985	THE VERMONT TEDDY BEAR COMPANY	
Registration Number:	1941986	THE VERMONT TEDDY BEAR CO.	
Registration Number:	2012975	BEAR-GRAM	
Registration Number:	2377833	THE ALL-AMERICAN TEDDY BEAR	
Registration Number:	2131281	MAKE A FRIEND FOR LIFE	
Registration Number:	2201144	VERMONT TEDDY BEAR	
Registration Number:	2201145	THE VERMONT TEDDY BEAR CO.	
Registration Number:	1917892	RACER TED	
Serial Number:	75030467	THE GREAT AMERICAN TEDDY BEAR	
Serial Number:	75138046	BEAR BOTTOMS	
CORRESPONDENCE DATA			
Fax Number:	8028598713		
<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>			

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Phone: 8028645751
Email: trademarks@dinse.com
Correspondent Name: Jeffrey J. McMahan
Address Line 1: 209 Battery Street
Address Line 4: Burlington, VERMONT 05401

NAME OF SUBMITTER: Jeffrey J. McMahan

SIGNATURE: /Jeffrey J. McMahan/

DATE SIGNED: 06/14/2018

Total Attachments: 3

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TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is made effective as of the 5 day of June 2016, by and among URSA (VT) QRS 12-30, Inc., a Vermont corporation ("URSA"), TD Bank, N.A., a banking association with an office in Burlington, Vermont (the "Bank") ("URSA" and the "Bank" together referred to as the "Assignors"), and The Vermont Teddy Bear Co., Inc., a Delaware corporation (the "Assignee" or "Borrower").

WHEREAS, as of July 18, 1997 the Borrower assigned a security interest in all Borrower's right, title and interest in and to certain trademarks and service marks identified on *Exhibit A* (the "Marks") to URSA ("URSA's Security Interest");

WHEREAS, as of July 18, 1997 URSA granted a security interest in URSA's Security Interest to Vermont National Bank as security for a loan (the "Bank's Security Interest");

WHEREAS, the Bank's Security Interest was assigned to Banknorth, N.A., by Assignment of Mortgage, Note and Security Documents from Chittenden Trust Company, successor in interest by merger to Vermont National Bank, dated September 27, 2002, and recorded in Volume 278, Page 1 of the Town of Shelburne land records;

WHEREAS, URSA and the Bank have agreed to re-assign all right, title and interest in and to URSA's Security Interest and the Bank's Security Interest to the Borrower, and the Borrower desires to re-acquire such right, title and interest in and to the Marks; and

WHEREAS, such Marks may also include trademark registrations, applications, and common law rights in and to the Marks outside the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound hereby, the Assignors agree as follows:

1. URSA hereby assigns, transfers, conveys, and grants to Assignee all right, title and interest now owned and possessed by URSA in and to the Marks worldwide together with the goodwill symbolized thereby, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by URSA if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date set forth above.

2. URSA hereby warrants that the Marks constitute all of the trademarks and service marks registered to or owned by the Borrower in which URSA holds any right, title or security interest.

3. The Bank hereby assigns, transfers, conveys, and grants to Assignee all right, title and interest now owned and possessed by the Bank in and to the Bank's Security Interest in the Marks worldwide together with the goodwill symbolized thereby, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Bank if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date set forth above.

4. Notwithstanding the foregoing, any and all right, title and interest in the Marks held by the Bank other than pursuant to the security interest in URSA's Security Interest is not hereby assigned, transferred, conveyed and granted to the Assignee.

5. Assignors hereby request the U.S. Commissioner of Patents and Trademarks to record Assignee as the assignee and sole owner of the Marks.

6. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7. This Agreement shall be governed by the laws of the State of Vermont. Any dispute arising from or related to this Agreement shall be brought in the state or federal courts located in Chittenden County, Vermont.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the date set forth above.

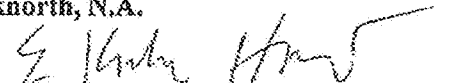
ASSIGNORS:

URSA (VT) QRS 12-30, INC.

By: 

Brooks G. Gordon
Managing Director

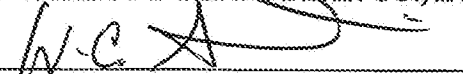
TD BANK, N.A., formerly known as
Banknorth, N.A.

By: 

Its Duly Authorized Agent

ASSIGNEE:

THE VERMONT TEDDY BEAR CO., INC.

By: 

Its President and
Duly Authorized Agent

(00151877.1)

Confidential- 2 -

EXHIBIT A

U.S. TRADEMARK/SERVICE MARK REGISTRATIONS

Mark	Reg. No.	Reg. Date	Serial No.
TEDDY BEAR-GRAM	1646301	5/28/91	
VERMONT BEAR-GRAM	1985986	7/9/96	
BEAR COUNSELOR	1885425	3/21/95	
THE VERMONT TEDDY BEAR COMPANY	1941985	12/19/95	
THE VERMONT TEDDY BEAR CO.	1941986	12/19/95	
BEAR-GRAM	2012975	11/5/96	
THE ALL-AMERICAN TEDDY BEAR	2377833	8/15/00	
MAKE A FRIEND FOR LIFE	2131281	1/20/98	
VERMONT TEDDY BEAR	2201144	11/3/98	
THE VERMONT TEDDY BEAR CO.	2201145	11/3/98	
RACER TED	1917892	9/12/95	
THE GREAT AMERICAN TEDDY BEAR	n/a	n/a	75030467
BEAR BOTTOMS	n/a	n/a	75138046

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Confidential- 3 -