

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J&J Snack Foods Corp.		11/12/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Icее of America, Inc.		
Street Address:	4701 Airport Drive		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77475063	ICEEBITS	
CORRESPONDENCE DATA			
Fax Number:	(561)659-6313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	561-653-5000		
Email:	tina.lynch@akerman.com		
Correspondent Name:	J. Rodman Steele, Jr.		
Address Line 1:	222 Lakeview Avenue; Fourth Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401-6183		
ATTORNEY DOCKET NUMBER:	207-1194		
NAME OF SUBMITTER:	J. Rodman Steele, Jr.		
Signature:	/J. Rodman Steele, Jr./		
Date:	11/19/2008		

CH \$40.00 77475063

Total Attachments: 1
source=207-1194 Assignment (WP547429)#page1.tif

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made and entered into by and between **J&J SNACK FOODS CORP.**, a New Jersey corporation, having an address at 6000 Central Highway, Pennsauken, New Jersey 08109 ("Assignor"), and **ICEE OF AMERICA, INC.**, a Texas corporation, having an address at 4701 Airport Drive, Ontario, California 91761 ("Assignee"). The Assignment is effective as of the date signed below by all parties.

WHEREAS, Assignor is the owner of all right, title, and interest in, to and under U.S. Trademark Application No. 77/475,063 for **ICEEBITS** and all common law rights therein (the "Trademark"), and has the full right to make the conveyance herein.

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, the entire worldwide right, title and interest in, to and under the Trademark, together with the good will of the business connected with the use of and symbolized by the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire worldwide right, title, and interest in, to and under the Trademark, and any applications and registrations therefore, together with the good will of the business connected with the use of and symbolized by the Trademark and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademark.

FURTHER, Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee its rights in, to and under the Trademark and any other general intangible and intellectual property used or developed in connection with its business.

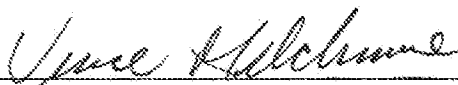
FURTHER, immediately upon the execution of this Assignment, Assignee agrees to execute a Trademark License Agreement attached hereto as Schedule A.

FURTHER, this Assignment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, we have hereunto set our hands on the dates indicated below.

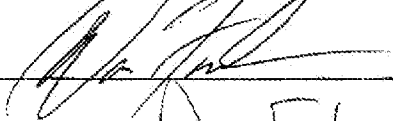
ASSIGNOR

J&J Snack Foods Corp.

By: 
Printed Name: VIVRE MELCHIORRE
Title: EXECUTIVE VP
Dated: 11-12-08

ASSIGNEE

Icee of America, Inc.

By: 
Printed Name: Dan Facher
Title: President
Dated: 11/11/08