

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laco, Inc.		06/26/2009	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	Two Feet Up, Inc.		
Street Address:	100 Maple Park Blvd., Suite 135		
City:	St. Clair Shores		
State/Country:	MICHIGAN		
Postal Code:	48081		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3180152	SOPHIE MAE	
Registration Number:	0808599	SOPHIE MAE	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8531		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Hongiman Miller Schwartz and Cohn, LLP		
Address Line 1:	38500 Woodward Avenue, Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	216253-126591		
NAME OF SUBMITTER:	Julie E. Kretzschmer		
Signature:	/Julie E. Kretzschmer/		
Date:	08/10/2009		

CH \$65.00 3180152

Total Attachments: 6

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MEMORANDUM OF LICENSE AGREEMENT FOR USE OF SOPHIE MAE BRAND

This MEMORANDUM OF LICENSE AGREEMENT FOR USE OF SOPHIE MAE BRAND ("Memorandum") incorporates by reference, as if set forth in full, all of the license terms and conditions of the *Agreement of Sale and Purchase* entered into by Laco, Inc. and Two Feet Up, Inc. as of June 26, 2009 (the "ASP Agreement), which the Parties identified below, acknowledge after having read before signing this Memorandum.

PARTIES

The Licensor is Laco, Inc., a Wyoming corporation with an address at P.O. Box 2828, Cookeville, Tennessee 38502-2828. The Licensee is Two Feet Up, Inc., a Michigan corporation with an address c/o JMK, Inc., 100 Maple Park Boulevard, Suite 135, St. Clair Shores, MI 48081.

LICENSE GRANT

Licensor grants to Licensee the exclusive right to use and exploit the Brand throughout the world in accordance with the terms of the ASP Agreement.

THE BRAND

The Brand is defined as set forth in Exhibit A, attached.

LICENSE FEE

Licensee shall pay to Licensor the payments as provided in the ASP Agreement.

TERM OF EXCLUSIVE LICENSE

The term of this License shall commence as of the Effective Date, and expire or terminate as set forth in the ASP Agreement.

COUNTERPARTS

This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum to be effective as of the Effective Date, this ____ day of _____ 2009.

LACO, INC.

TWO FEET UP, INC.

By: James Ray

By: _____

Title: President

Title: _____

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum to be effective as of the Effective Date, this ____ day of _____ 2009.

LACO, INC.

TWO FEET UP, INC.

By: _____

By: James M. Ken




Title: _____

Title: President

Exhibit A

The Brand and all of the following items related thereto:

- The name "Sophie Mae" and all assumed or fictional business names, trade names and logos relating thereto, as well as all confidential or propriety information, customer lists (past and current), to the extent such customer lists are in the possession of Seller, and software and all advertising or promotional material and all rights in any internet web site and any web domains or related technology.
- Any and all patents, patent applications, books, records and other intellectual property rights now existing or existing in the future.
- All products related to the Sophie Mae Brand.
- All agreements, licenses and documents associated with the Brand.
- Good Will associated with the Brand.
- Trade secrets and Recipes to the extent such recipes are in the possession of Seller.
- Telephone numbers (if any).
- Trade Marks, Service Marks, designs and copyrights, including the following:

Mark	Register	Reg. No.	Class / Goods	Status
	USPTO	3180152	(INT. CL. 29) HONEY TOASTED PEANUTS (INT. CL. 30) CANDY; PEANUT BRITTLE; COCONUT BRITTLE; CASHEW BRITTLE	Registered
	USPTO	0808599	(INT. CL. 30) PEANUT BRITTLE, COCONUT BRITTLE, AND CASHEW CRUNCH	Registered
	CIPO	TMA542809	(INT. CL. 30) Candy. (INT. CL. 31) Sugar toasted peanuts, peanut brittle, coconut brittle, and cashew crunch.	Registered

Work /Title	Register	Record No. / Date
Sophie Mae Peanut brittle, trial size 5 oz., folding carton	U.S. Copyright Office	VA0000210098 9/18/1985
The Story of Sophie Mae & 5 other titles	U.S. Copyright Office	V2527P320-323 3/19/1990
Sophie Mae Peanut brittle, 8 oz.	CIPO	

Title	Full Title	Copyright Number	Date
Sophie Mae honey roasted peanuts, 8 oz. (package design)	Sophie Mae honey roasted peanuts, 8 oz. (package design) VA 210-099 (1985)	V2529P285	1990
Sophie Mae honey roasted peanuts, 8 oz. (package design)	Sophie Mae honey roasted	V2529P281	1990

Title	Full Title	Copyright Number	Date
design)	peanuts, 8 oz. (package design) VA 210-099 (1985)		
Sophie Mae Honey roasted peanuts, 8 oz / VA 210-099 (1985)	Sophie Mae Honey roasted peanuts, 8 oz / VA 210-099 (1985)	V2527P316	1990
Sophie Mae Honey roasted peanuts : net wt. 8 oz., 225 g.	Sophie Mae Honey roasted peanuts : net wt. 8 oz., 225 g.	VA0000210099	1985
Sophie Mae Peanut brittle, 5 oz. & 2 other titles.	Sophie Mae Peanut brittle, 5 oz. & 2 other titles.	V2527P316	1990
Sophie Mae peanut brittle, 5 oz. (package design)	Sophie Mae peanut brittle, 5 oz. (package design) VA 210-098 (1985)	V2529P281	1990
Sophie Mae peanut brittle, 5 oz. (package design)	Sophie Mae peanut brittle, 5 oz. (package design) VA 210-098 (1985)	V2529P285	1990
Sophie Mae Peanut brittle, 5 oz / VA 210-098 (1985)	Sophie Mae Peanut brittle, 5 oz / VA 210-098 (1985)	V2527P316	1990
Sophie Mae peanut brittle, 8 oz. (package design)	Sophie Mae peanut brittle, 8 oz. (package design) VA 210-100 (1985)	V2529P285	1990
Sophie Mae peanut brittle, 8 oz. (package design)	Sophie Mae peanut brittle, 8 oz. (package design) VA 210-100 (1985)	V2529P281	1990
Sophie Mae Peanut brittle, 8 oz / VA 210-100 (1985)	Sophie Mae Peanut brittle, 8 oz / VA 210-100 (1985)	V2527P316	1990
Sophie Mae peanut brittle / KK95410 (1953)	Sophie Mae peanut brittle / KK95410 (1953)	V2529P285	1990
Sophie Mae peanut brittle / KK95410 (1953)	Sophie Mae peanut brittle / KK95410 (1953)	V2529P281	1990
Sophie Mae peanut brittle / KK99456 (1956)	Sophie Mae peanut brittle / KK99456 (1956)	V2529P285	1990
Sophie Mae peanut brittle / KK99456 (1956)	Sophie Mae peanut brittle / KK99456 (1956)	V2529P281	1990
Sophie Mae peanut brittle / KK99457 (1954)	Sophie Mae peanut brittle / KK99457 (1954)	V2529P285	1990
Sophie Mae peanut brittle / KK99457 (1954)	Sophie Mae peanut brittle / KK99457 (1954)	V2529P281	1990
Sophie Mae Peanut brittle / KK99457 (1954)et al.	Sophie Mae Peanut brittle / KK99457 (1954)et al.	V2527P320	1990
Sophie Mae Peanut brittle : net wt. 8 oz., 225 g.	Sophie Mae Peanut brittle : net wt. 8 oz., 225 g.	VA0000210100	1985
Sophie Mae Peanut brittle, trial size : net wt. 5 oz., 140 g.	Sophie Mae Peanut brittle, trial size : net wt. 5 oz., 140 g.	VA0000210098	1984
All other works of authorship in SOPHIE MAE brand packages, labels, print, television, radio and electronic advertisements, catalogs, brochures and other advertising and promotional materials	n/a	n/a	n/a

Domain Name Registrations
SOPHIEMAECANDY.COM
SOPHIEMAECANDY.NET
SMCANDY.COM

OAKLAND.1684190.4