

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Marsha Pener Johnston		12/15/2009	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Browniepops, LLC		
<b>Street Address:</b>	12008 Wenonga		
<b>City:</b>	Leawood		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66209		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KANSAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3684679	BROWNIEPOPS	
Registration Number:	3684680	BROWNIES ON A STICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)557-8477		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-557-6659		
<b>Email:</b>	kevin@mendelip.com		
<b>Correspondent Name:</b>	Kevin M. Drucker		
<b>Address Line 1:</b>	1500 John F. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 405		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19102		
<b>ATTORNEY DOCKET NUMBER:</b>	1187.001T, 1187.003T		
<b>NAME OF SUBMITTER:</b>	Kevin M. Drucker		
<b>Signature:</b>	/kevin m. drucker/		

OP \$65.00 3684679

Date:

12/17/2009

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

Marsha Peneer Johnston, an individual (hereinafter referred to as ASSIGNOR), in consideration of one dollar (\$1.00) and other valuable consideration paid to it by Browniepops, LLC, a Kansas limited liability company having its principal place of business at 12008 Wenonga, Leawood, KS 66209 (hereinafter referred to as ASSIGNEE), does hereby sell, assign and transfer unto said ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title and interest in the below-listed trademarks and the below-listed trademark registrations in the United States of America and all foreign countries that have been or may be granted on these trademarks owned by ASSIGNOR, together with the goodwill of the business associated with these marks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Goods/Services</u>
<b>BROWNIEPOPS</b>	<b>3,684,679</b>	<b>September 15, 2009</b>	<b>030</b>	<b>Bakery desserts; Brownies.</b>
<b>BROWNIES ON A STICK</b>	<b>3,684,680</b>	<b>September 15, 2009</b>	<b>030</b>	<b>Bakery desserts; Brownies.</b>

ASSIGNOR agrees for itself, its successors and assigns, but at the expense of ASSIGNEE, hereafter to execute all applications, deeds, powers of attorney, acknowledgments and other instruments, and to do all acts necessary or proper to secure the grant of these trademarks in the United States and in all other countries to ASSIGNEE, and to vest and confirm in ASSIGNEE, its successors and assigns, the legal title to such trademarks.

**MARSHA PENER JOHNSTON**

*Marsha Peneer Johnston* 12/15/09

State of Kansas )  
City of Leawood ) SS.  
)  
)

Then personally appeared the above named Marsha Peneer Johnston and acknowledged the foregoing instrument to be her free act and deed,

before me, this 15<sup>th</sup> day of Dec, 2009.

[Signature]  
Notary Public

My commission expires:



**BROWNIEPOPS, LLC**

By: Marsha Pene Johnston 12-15-09  
Marsha Pene Johnston, Managing Member

State of Kansas )  
City of Leawood ) SS.  
)  
)

Then personally appeared the above named Marsha Pene Johnston and acknowledged the foregoing instrument to be her free act and deed,

before me, this 15<sup>th</sup> day of Dec, 2009.

[Signature]  
Notary Public

My commission expires:

