

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
Cold Standard, Inc.		12/13/2009	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	ICON LLC		
Street Address:	1910 First Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98134		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3127939	THE COLD STANDARD	
Registration Number:	3200246	BLISSCOTTI THE COLD STANDARD BAKERY & CREAMERY	
Registration Number:	3094300	BLISSCOTTI	
CORRESPONDENCE DATA			
Fax Number:	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-222-0800		
Email:	chiipdocket@michaelbest.com, dsternig@michaelbest.com		
Correspondent Name:	Larry L. Saret c/o Michael Best		
Address Line 1:	180 N. Stetson Ave., Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	205306-9015		
NAME OF SUBMITTER:	Larry L. Saret		
Signature:	/larry l. saret/		

OP \$90.00 3127939

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**TRADEMARK
 REEL: 004121 FRAME: 0775**

Date:

12/29/2009

Total Attachments: 7

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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale is executed on this 13 day of Dec., 2009, between ICON LLC, a limited liability company, having a principal place of business at 1910 First Avenue South, Seattle, Washington 98134 (the "Purchaser"), and Steinberg & Associates, LLC, (the "Receiver") not individually, but solely as receiver of Cold Standard, Inc., a Washington Corporation previously having a principal place of business at 101 SW 34th Street, Renton, Washington 98055.

WITNESSETH:

WHEREAS, Purchaser has agreed to purchase, and Receiver has agreed to sell, subject to court approval, certain Trademarks (as defined below) for the sum of [REDACTED] and 00/100 Dollars (\$ [REDACTED]) (the "Purchase Price").

WHEREAS, pursuant to an order entered by the King County, Washington, Superior Court (the "Court") on Dec. 4, 2009 (the "Approval Order"), a copy of which is attached hereto as Exhibit A and made a part hereof, and entered in the King County, Washington, Superior Court, Cause No. 09-2-17616-7 SEA, the Receiver was authorized to sell certain Trademarks of Cold Standard, Inc. to Purchaser, namely, the trademarks THE COLD STANDARD and BLISSCOTTI BAKERY & CREAMERY THE COLD STANDARD and design, including the common law rights, U.S. Trademark Registration Nos. 3,127,939, 3,200,246 and 3,094,300, and all foreign registrations and rights to these marks (hereafter, the "Trademarks"), as well as all domain names currently owned or available for redemption by Cold Standard, Inc. A list of the registrations of the Trademarks is attached as Exhibit B.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that:

1. The Receiver does hereby grant, sell, convey, assign, transfer and deliver to Purchaser all of Cold Standard, Inc.'s U.S. and foreign right, title and interest in and to the Trademarks, including, without limitation, the goodwill symbolized by the Trademarks and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect damages, and all domain names and any redemption rights in domain names currently owned by Cold Standard, Inc., including but not limited to blisscotti.net and coldstandard.com. The Receiver shall secure the cooperation of Cold Standard, Inc. or its authorized representative to accomplish the assignment and other acts described herein, if necessary.
2. The Receiver represents and warrants to Purchaser that (a) the Court has ordered that the Trademarks and domain names are being sold free and clear of all liens, claims and encumbrances; and (b) the Court has authorized the Receiver to transfer and convey the Trademarks and domain names to Purchaser.

3. The Receiver shall make a good faith effort to assist Purchaser in obtaining possession and control of the Trademarks, including but not limited to delivering to Purchaser:
- a. the original U.S. Trademark Registration certificates;
 - b. the files of the trademark counsel for Cold Standard Inc. relating to the Trademarks; and
 - c. a declaration signed by Louis Yaseen, the former President of Cold Standard Inc., substantially in the form attached hereto as Exhibit C.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed as of the date first written above.

*Steinberg & Associates, LLC, not individually,
but solely as Receiver of
Cold Standard, Inc.*

By: ROBERT STEINBERG
Name: [Signature]
Title: Receiver

Accepted and Agreed To:

ICON LLC

By: [Signature]
Name: Gerard Centio
Title: President

ASSIGNMENT AND BILL OF SALE EXHIBIT A

TRADEMARK
REEL: 004121 FRAME: 0779

Ex Parte Department
Hearing Date: Friday, December 4, 2009
Hearing Time: 10:00 a.m.
With Oral Argument

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

In re: COLD STANDARD, INC., a Washington
corporation

No. 09-2-17616-7 SEA

ORDER APPROVING SALE OF
TRADEMARKS FREE AND CLEAR
OF LIENS

HEARING

This matter came before the Court as of the date below on the Receiver's Motion For Approval To Sell Trademarks. The Receiver was represented by its counsel, John A. Holmes. The Court finds that the Receiver's Motion, and supporting pleadings, were properly and timely served on all interested parties, including creditors who have filed claims and all parties who have appeared in this action. The Court considered the Receiver's Motion and supporting Declaration and argument of counsel.

The Court, finding that no objections have been filed or made, or that any such objections are unfounded, finds and concludes that the sale of the trademarks of Cold Standard, Inc. should be sold free and clear of liens in accordance with RCW 7.60.260(2) and the Receiver should be authorized to incur reasonable expenses necessary to facilitate the sale.

COPY

ORDER APPROVING SALE OF TRADEMARKS
FREE AND CLEAR OF LIENS - 1

VANDEBERG JOHNSON & GANDARA, LLP
ATTORNEYS AT LAW
ONE UNION SQUARE, SUITE 2424
600 UNIVERSITY STREET
SEATTLE, WASHINGTON 98101-1182
(206) 464-0404 (SEATTLE)
FACSIMILE (206) 464-0484

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TRADEMARK
REEL: 004121 FRAME: 0780

ORDER

Based on the foregoing,

IT IS HEREBY ORDERED that Steinberg & Associates, LLC (the "Receiver") is authorized to sell the trademarks, domain names and other intellectual property of Cold Standard, Inc. to ICON, LLC, and that said intellectual property shall be sold free and clear of any security interests or liens. Any security interests or liens that were perfected shall attach to the proceeds of sale as provided in RCW 7.60.260(2).

IT IS FURTHER HEREBY ORDERED that the Receiver is authorized to incur reasonable expenses necessary to facilitate such sale including payment of Cold Standard's intellectual property attorney not to exceed \$500.

DONE IN OPEN COURT this _____ day of DEC 04 2009, 2009.

Commissioner Eric Watness

JUDGE/COURT COMMISSIONER

Presented by:

VANDEBERG JOHNSON & GANDARA, LLP

By 

John A. Holmes, WSBA #12677

Attorneys for Receiver

ORDER APPROVING SALE OF TRADEMARKS
FREE AND CLEAR OF LIENS - 2

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VANDEBERG JOHNSON & GANDARA, LLP
ATTORNEYS AT LAW
ONE UNION SQUARE, SUITE 2424
800 UNIVERSITY STREET
SEATTLE, WASHINGTON 98101-1192
(206) 464-0404 (SEATTLE)
FACSIMILE (206) 464-0484

TRADEMARK
REEL: 004121 FRAME: 0781

ASSIGNMENT AND BILL OF SALE EXHIBIT B

TRADEMARK
REEL: 004121 FRAME: 0782

LIVE TRADEMARK
COLD STANDARD STATUS REPORT
November 12, 2009

Number	Juris	Mark	Status
3,127,939	US	THE COLD STANDARD	Registered Declaration of Continuing Use Due 8/8/2012
3,094,300	US	BLISSCOTTI	Registered Declaration of Continuing Use Due 5/16/2012
3,200,246	US	BLISSCOTTI & DESIGN	Registered Declaration of Continuing Use Due 1/23/2013
2,154,237	Argentina	BLISSCOTTI	Registered Renewal Due 4/24/2017
684,259	Canada	BLISSCOTTI	Registered Renewal Due 3/21/2022
752,794	Chile	BLISSCOTTI	Registered Renewal Due 3/08/2016
925,746	Mexico	BLISSCOTTI	Registered Renewal Due 8/31/2015
861,778	International (Madrid) EU	BLISSCOTTI	Registered Renewal Due 7/29/2015
861,778	International (Madrid) Norway	BLISSCOTTI	Registered Renewal Due 7/29/2015