

3/8/10

03-09-2010



103591148

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

The Truffle Pig, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Colorado
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) U. S.

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 2-25-2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Truffle Pig I, LLC

Internal Address: \_\_\_\_\_

Street Address: 12400 Olive Blvd, Suite 204

City: Creve Coeur

State: Missouri

Country: USA Zip: 63141

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other LLC Citizenship U.S./ Missouri

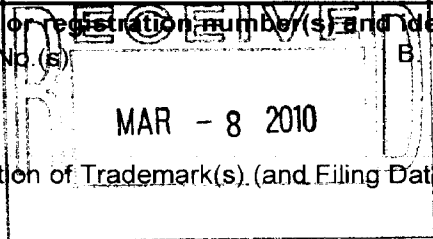
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

77629701

B. Trademark Registration No. (s)



Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s). (and Filing Date if Application or Registration Number is unknown):

TRUFFLE PIG  
Filing Date: 2008-12-09

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Truffle Pig I, LLC

Internal Address: ATTN: David Jones

Street Address: 12400 Olive Blvd, Suite 204

City: Creve Coeur

State: Missouri Zip: 63141

Phone Number: (314) 567-0834

Fax Number: (314) 567-0831

Email Address: davidjones01@earthblink.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/06/2010 MIAMA 00000061 77629701

01 FC:8521  
Deposit Account Number \_\_\_\_\_ 40.00 00

Authorized User Name \_\_\_\_\_

9. Signature:

David Jones  
Signature

2/25/10  
Date

David Jones

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARK

**WHEREAS**, THE TRUFFLE PIG, INC., a Colorado corporation, having its principal place of business at 201 Main Street, Suite 202, Carbondale, Colorado 81623 ("Assignor"), is the owner of the U.S. Trademark Application shown on the attached Schedule A attached hereto and incorporated herein (the "Trademark Application"), and the mark TRUFFLE PIG and the mark TRUFFLE PIG (and Design) shown in the attached Schedule B attached hereto and incorporated herein (the "Marks"); and

**WHEREAS**, Assignor desires to assign its entire right, title and interest in and to the Marks, the Trademark Application, and resulting registration to TRUFFLE PIG I, LLC, a Missouri limited liability company, with a principal office located at 12400 Olive Blvd., Suite 204, Creve Coeur, Missouri 63141 ("Assignee"), and Assignee desires to acquire Assignor's entire right, title and interest in, to and under the said Marks, corresponding Trademark Application, and resulting registration; and

**WHEREAS**, Assignee is also the successor to the portion of the business of Assignor to which the Marks pertain.

**NOW, THEREFORE**, for and in consideration of the sum of Fifteen Thousand Dollars (U.S.\$15,000.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Assignment.** Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Marks, the Trademark Application and resulting registrations, together with the entire business, the goodwill of the business symbolized by the Marks, and all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

**2. Further Assurances.**

(a) At any time or from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as are reasonably necessary to transfer, convey and assign to Assignee, and to confirm Assignee's rights and title in and to the Mark, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Mark.

(b) Any actions taken by Assignee, or taken by Assignor at Assignee's request, pursuant to this Section 2, shall be at Assignee's sole cost and expense.

**3. Miscellaneous.**

(a) No Third Party Beneficiaries. No person or entity other than the parties hereto and their respective successors and assigns shall have any rights under this Assignment or the provisions contained herein.

{10562\00000\544700.DOC.2}  
DMEAST #12163800 v3

(b) Successors and Assigns. This Assignment and the agreements, undertakings and representations herein contained shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

(c) Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

[Signatures Continued on Next Page]

{10562\00000\544700.DOC.2}  
DMEAST #12163800 v3

THE TRUFFLE PIG, INC.



By: \_\_\_\_\_  
Name: David A. Burden  
Title: Authorized Representative  
Date: 2/23/10

{1056200000\544700.DOC.2}  
DMEAST #12163800 v3

**SCHEDULE A**

**Mark**

**U.S. Appln. No.**

**Filing Date**

TRUFFLE PIG

77629701

December 12, 2008

{10562\00000\544700.DOC.2}  
DMEAST #12163800 v3

**TRADEMARK**  
**REEL: 004164 FRAME: 0319**

SCHEDULE B



truffle pig

---

0562\00000\544700.DOC.2]DMEAST #12163800 v3