

06-24-2010

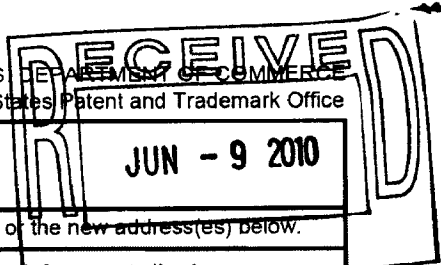
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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28)

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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

6/22/10

1. Name of conveying party(ies):

Pebbleware, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fox Run USA, LLC

Internal Address: _____

Street Address: 1907 Stout Drive

City: Ivlyand

State: Pennsylvania

Country: USA Zip: 18974

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Limited Liability C Citizenship Delaware, USA

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)

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

Execution Date(s) May 10, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2376754, 2580469, 2355282, 3201011

Additional sheet(s) attached? Yes No

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

2376754 - DOUGHMAKERS; 2580469 - ORIGINAL PEBBLE PATTERN, 2355282-DOUGHMAKERS CREATED BY MOMS WHO KNOW BEST!, 3201011- GRANDMA'S TOUCH

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

Name: Arnold D. Litt, Esq.

Internal Address: Herten, Burstein, Sheridan, Cevasco,
Bottinelli, Litt & Harz, LLC

Street Address: 21 Main Street, Suite 353

City: Hackensack

State: New Jersey Zip: 07601

Phone Number: 201-342-6000

Fax Number: 201-342-6611

Email Address: Alitt@hertenburstein.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Refund Ref: 06/11/2010 MJAMA1 0000171129

Deposit Account Number _____ Refund Total: \$45.00

Authorized User Name _____

9. Signature:

Signature

06/22/2010
Date

Arnold D. Litt, Esq.
Name of Person Signing

06/22/2010 0000048 2376754
sheet, attachments, and document:

01 FC-8521

10.00 DP
75.00 DP

Documents to be recorded (including cover sheet) should be faxed to (81) 275-0000, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

11th day of May, 2010, by PEBBLEWARE, LLC, a Delaware limited liability company ("Assignor"), to FOX RUN USA, LLC, a Delaware limited liability company ("Assignee").

RECITAL

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of May 11, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

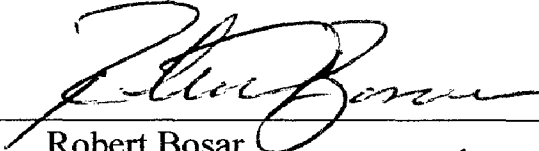
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

This assignment is made by Assignor and accepted by Assignee without representation or warranty of any kind or nature whatsoever, either express or implied, except for those Representations and Warranties in the Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR

PEBBLEWARE, LLC

By: 
Robert Bosar
Title: *Marketing Director*

ASSIGNEE:

FOX RUN USA, LLC

By: _____
Sean Leonard
Managing Member

This assignment is made by Assignor and accepted by Assignee without representation or warranty of any kind or nature whatsoever, either express or implied, except for those Representations and Warranties in the Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR

PEBBLEWARE, LLC

By: _____

Robert Bosar

Title:

ASSIGNEE:

FOX RUN USA, LLC

By: _____

Sean Leonard

Managing Member

STATE OF INDIANA)
) ss.:
COUNTY OF)

On this 10th day of May, 2010, before me, Margaret Baldwin, personally appeared Robert Bosar, being the Man. Dir. of Pebbleware, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Margaret Baldwin
Notary Public

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF)

On this 24 day of May, 2010, before me Vanessa D. Hargrove personally appeared Sean Leonard, Managing Member of Fox Run USA, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Vanessa D. Hargrove, Notary Public
Warminster Township, Bucks County
My commission expires March 07, 2013

SCHEDULE A

Registered Marks

Mark	U.S. Registration No.	Registration Date
DOUGHMAKERS	2376754	August 15, 2000
ORIGINAL PEBBLE PATTERN	2580469	June 11, 2002
DOUGHMAKERS CREATED BY MOMS WHO KNOW BEST!	2355282	June 6, 2000
GRANDMA'S TOUCH	3201011	January 23, 2007

Unregistered Marks

Mark

NONE

Pending Mark Applications

Mark	Application No.	Application Date
	NONE	