

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
Browniepops, LLC		12/01/2010	LIMITED LIABILITY COMPANY: KANSAS
RECEIVING PARTY DATA			
Name:	Provide Berries, Inc.		
Street Address:	4840 Eastgate Mall		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3684680	BROWNIES ON A STICK	
Registration Number:	3684679	BROWNIEPOPS	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(858) 678-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Martens/Fish & Richardson P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
NAME OF SUBMITTER:	Lisa M. Martens		
Signature:	/lmm/		
Date:	12/30/2010		

CH \$65.00 3684680

Total Attachments: 5
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EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this "Assignment") is made and entered into this first day of December, 2010 by and between Browniepops, LLC, a Kansas limited liability company ("Seller"), and Provide Berries, Inc., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of November 19, 2010 (the "Agreement"); and

WHEREAS, under the terms of the Agreement, Seller has agreed to, among other things, assign to Purchaser all right, title and interest in, to and under the Acquired Intellectual Property (as defined in the Agreement), including, without limitation, the Listed Trademarks, the Listed Copyrights and the Listed Patents, as each is defined in the Agreement and set forth in Schedules A, B and C herein.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Seller does hereby transfer, sell, assign, convey and deliver to Purchaser all right, title and interest in, to and under the Acquired Intellectual Property, including, without limitation, the Listed Trademarks in Schedule A, the Listed Copyrights in Schedule B and the Listed Patents in Schedule C, free and clear of any and all liens, along with all good will of the Business (as such term is defined in the Agreement) associated therewith and all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Acquired Intellectual Property; including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and all rights to collect royalties or other payments under or on account of any of the Acquired Intellectual Property.
2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the United States Copyright Office, and corresponding authorities in all other jurisdictions, worldwide, to record the title of Purchaser as owner of all right, title, and interest in and to the Acquired Intellectual Property, including, without limitation, the Listed Trademarks in Schedule A, the Listed Copyrights in Schedule B and the Listed Patents in Schedule C.
3. Seller agrees that it shall, at Purchaser's cost and expense, execute and deliver further instruments of conveyance, transfer and assignment as requested by Purchaser, its

successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other actions as Purchaser, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit the Acquired Intellectual Property and all rights therein to Purchaser, its successors, or assigns.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the state of California.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed by their duly authorized officers.

Purchaser

Seller

Provide Berries, Inc.

By: [Signature]

Title: Senior Vice President

Date: 12/1/10

Browniepops, LLC

By: [Signature]

Title: member

Date: 12.1.10

TRADEMARK

REEL: 004445 FRAME: 0042

STATE OF California
COUNTY OF San Diego:

On the 1st day of December, 2010, before me personally came Steven Goldstein, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the Sr VP of Provide Berries, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said corporation.

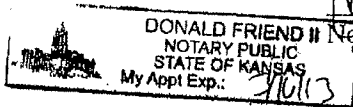
Diane Drake (SEAL)
Notary Public



STATE OF Kansas:
COUNTY OF Johnson:

On the 1st day of December, 2010, before me personally came Marlon Schmitz, to me known (or satisfactorily proven), who being by me duly sworn, did depose and say that he is the _____ of _____, the corporation described in, and which executed the foregoing instrument, and that he was fully authorized to execute this Assignment on behalf of said corporation.

Donald Friend II (SEAL)
Notary Public



**Schedule 1.2(d)(i)(2)
Listed Trademarks**

Serial Number	Registration Number	Mark
1	77605620	BROWNIEPOPS
2	77605643	BROWNIE ON A STICK