

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
Carbolite Foods, Inc.		12/21/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tsudis Chocolate Company		
Street Address:	610 Alpha Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3016579	CARBOLITE	
Registration Number:	3016578	CARBOLITE	
Registration Number:	3016577	CARBOLITE	
Registration Number:	2760194	CARBORITE	
CORRESPONDENCE DATA			
Fax Number:	(412)918-1199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-918-1100		
Email:	pboss@metzlewis.com		
Correspondent Name:	Barry I. Friedman, Metz Lewis LLC		
Address Line 1:	11 Stanwix Street, 18th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	1155/003		
NAME OF SUBMITTER:	Barry I. Friedman		

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**TRADEMARK
 REEL: 004448 FRAME: 0500**

Signature:	/Barry I. Friedman/
Date:	01/07/2011
Total Attachments: 3 source=Trademark Assignment 122110#page1.tif source=Trademark Assignment 122110#page2.tif source=Trademark Assignment 122110#page3.tif	

Exhibit B
Trademark Assignment

TRADEMARK ASSIGNMENT

This is an Assignment, having an effective date of December 21, 2010, by and between:

Carbolite Foods, Inc., a Delaware corporation ("Assignor") and Tsudis Chocolate Company, a Pennsylvania corporation ("Assignee").

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule A, hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the validity of any or all of any registrations included in or which issue from said Intellectual Property, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

Carbolite Foods, Inc.

By: James W. Kraus

Name: James W. Kraus

Title: Counsel to Carbolite Foods, Inc.

STATE OF PENNSYLVANIA :
 : ss.
COUNTY OF ALLEGHENY :

On this 21st day of DECEMBER, 2010 before me, a Notary Public, the undersigned officer, personally appeared JAMES KRAUS who acknowledged himself to be the Counsel of Carbolite Foods, Inc., a Delaware corporation, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Carbolite Foods, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Eileen R. Johnson
Notary Public

[NOTARIAL SEAL IMPRESSED]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eileen R. Johnson, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 21, 2014
Member, Pennsylvania Association of Notaries

EXHIBIT A

United States Trademark Registrations

Carbolite (Stylized), United States Trademark Registration No. 3,016,579

Carbolite, United States Trademark Registration No. 3,016,578

Carbolite and Design, United States Trademark Registration No. 3,016,577

Carborite, United States Trademark Registration No. 2,760,194