

**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
	Tree of Life, LLC		12/16/2010
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PANOS Brands		
Street Address:	160 Pehle Avenue		
Internal Address:	Suite 204, Park 80 East		
City:	Saddle Brook		
State/Country:	NEW JERSEY		
Postal Code:	07663		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2369884	
CORRESPONDENCE DATA			
Fax Number:	(888)811-7144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-281-7272		
Email:	nkostelnik@dmclaw.com		
Correspondent Name:	Nathan A. Kostelnik		
Address Line 1:	2 PPG Place		
Address Line 2:	Suite 400		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Nathan A. Kostelnik		
Signature:	/Nathan A. Kostelnik/		
Date:	04/14/2011		
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## TRADEMARK ASSIGNMENT

**WHEREAS**, TREE OF LIFE, LLC, a Delaware limited liability company, having its principal office located at 405 Golfway West Drive, P.O. Box 9000, St. Augustine, FL 32085, hereinafter "ASSIGNOR" is the owner of all right, title and interest in and to, including, all common law rights whether federal or state and including the goodwill in and to the trademark listed in Exhibit A to this Agreement ("Mark").

**WHEREAS**, PANOS Brands, L.L.C., a Delaware Limited Liability Company, having its principal office located at 160 Pehle Ave., Suite 204, Park 80 East, Saddle Brook New Jersey, U.S.A. 07663, hereinafter "ASSIGNEE," is desirous of acquiring the entire right, title and interest in, under and to the Mark; and

**WHEREAS**, ASSIGNOR wishes to assign all right, title, and interest in and to the Mark to ASSIGNEE.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest to the Mark, including (a) any and all trademark applications or registrations of the Mark; (b) all common law rights and goodwill in, to and under the Mark; (c) all rights and obligations under any license agreements governing use of the Mark; and (d) all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind hereafter due or payable to ASSIGNOR with respect to the Mark.

IN WITNESS WHEREOF, ASSIGNOR, has caused this Trademark Assignment to be executed on this 16<sup>th</sup> day of December, 2010.

**ASSIGNOR:**

By:  \_\_\_\_\_

**EXHIBIT A**  
**U.S. TRADEMARK**

- a) Trademark: BUNDT CAKE DESIGN  
Registration No: 2369884, registered on 7/25/2000  
Owner: Tree of Life, Inc.