

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mister Cookie Face, Inc.		05/25/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCF Acquisition LLC		
<b>Street Address:</b>	1989 Rutgers University Boulevard		
<b>City:</b>	Lakewood		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08701		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3391276	MISTER COOKIE FACE	
<b>Registration Number:</b>	3283844	WOODLAKE FARMS	
<b>Registration Number:</b>	3149784	SLENDER REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ch.tm@dlapiper.com, laura.a.smith@dlapiper.com		
<b>Correspondent Name:</b>	Jennifer E. Lacroix		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 2:</b>	DLA Piper LLP (US)		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	366933-1/JEL/LAS		
<b>NAME OF SUBMITTER:</b>	Jennifer E. LaCroix		

**CH \$90.00 3391276**

Signature:	/jenniferelacroix/
Date:	06/10/2011
<b>Total Attachments: 6</b> source=MCF Acquisition LLC Assignment#page1.tif source=MCF Acquisition LLC Assignment#page2.tif source=MCF Acquisition LLC Assignment#page3.tif source=MCF Acquisition LLC Assignment#page4.tif source=MCF Acquisition LLC Assignment#page5.tif source=MCF Acquisition LLC Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”) is entered into by and among Mister Cookie Face, Inc., a New Jersey corporation (the “Company”) and Frank Koenemund (“Koenemund”) (together the “Assignor”) and MCF Acquisition LLC, a Delaware limited liability company (the “Assignee”).

### RECITALS

A. Assignee is acquiring certain assets, including all intellectual property, of Assignor under the terms of the Asset Purchase Agreement (the “APA”) dated April 26, 2011.

B. It is a condition to closing under the APA that Assignor assign to Assignee, all of Assignor’s right, title and interest in, to or under any and all intellectual property, whether registered or unregistered (the “Owned Intellectual Property”), and Assignor is willing to so assign all of Assignor’s right, title and interest in, to or under any and all Owned Intellectual Property under the terms of the APA and as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Owned Intellectual Property, including but not limited to those assets listed in the attached Schedule A, together with any good will of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by 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 Assignor if this Assignment and sale had not been made.

2. Assignor Covenant. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. Authorization. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights,

including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of its successors, assigns or 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.

4. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

Mister Cookie Face, Inc.

By: [Signature]  
Name: Anthony CLARICA  
Title: Pres/COO  
Date: \_\_\_\_\_

STATE OF NS )  
COUNTY OF Ocean ) SS.

Subscribed and sworn to before me this 25 day of May, 2011.

Suzanne Crovo  
Notary Public

My Commission Expires:

SUZANNE CROVO  
Commission # 2398356  
Notary Public, State of New Jersey  
My Commission Expires  
July 15, 2015

IN TESTIMONY WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

Frank Koenemund

By: [Signature]  
Name: Frank Koenemund  
Date: \_\_\_\_\_

STATE OF NY )  
COUNTY OF Ocean ) SS.

Subscribed and sworn to before me this 25 day of May, 2011.

Suzanne Crovo  
Notary Public

My Commission Expires:

SUZANNE CROVO  
Commission # 2398356  
Notary Public, State of New Jersey  
My Commission Expires  
July 15, 2015

IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

MCF Acquisition LLC

By: [Signature]

Name: Richard N. Boos

Title: Vice President

Date: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Subscribed and sworn to before me this 27 day of May, 2011.

\*\*\*\*\*  
"OFFICIAL SEAL"  
BRIGETTE LATHAN  
Notary Public, State of Illinois  
My Commission Expires 08/12/2013  
\*\*\*\*\*

[Signature]  
Notary Public

My Commission Expires:  
8/12/2013

**Schedule A**

**Table 1: TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Class</b>	<b>Owner Name</b>
MISTER COOKIE FACE	U.S.	Registered	3391276	March 4, 2008	30	MISTER COOKIE FACE, INC.
WOODLAKE FARMS	U.S.	Registered	3282844	August 21, 2007	30	MISTER COOKIE FACE, INC.
SLENDER REWARDS	U.S.	Registered	3149784	September 26, 2006	30	MISTER COOKIE FACE, INC.
MISTER COOKIE FACE	Canada	Registered	TMA507818	February 9, 1999	30	MISTER COOKIE FACE, INC.
COOKIE FACE	U.S.	Unregistered				MISTER COOKIE FACE, INC.
LIVING LIGHT HAS ITS REWARDS	U.S.	Unregistered				MISTER COOKIE FACE, INC.
HAPPY BIRTHDAY ICE CREAM SANDWICHES	U.S.	Unregistered				MISTER COOKIE FACE, INC.

**Table 2: DOMAIN NAMES**

<b>Domain</b>	<b>Registrant/Account Owner</b>	<b>Creation Date</b>	<b>Expiration Date</b>
WOODLAKEFARMS.COM	Mr. Cookieface	July 18, 2006	February 16, 2016
COOKIEFACE.COM	Mr. Cookieface	July 30, 2006	July 21, 2015

**Table 3: COPYRIGHTS**

<b>Type of Work</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Title</b>	<b>Description</b>	<b>Copyright Claimant</b>	<b>Date of Creation</b>	<b>Date of Publication</b>
Visual Material	VA0000735923	1995-10-03	Mister Cookie Face	Cartoon	Mister Cookie Face, Inc.	1993	1993-10-08