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
Tzetzo Bros., LLC		06/22/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wythe Will Tzetzo, LLC
Street Address:	2 East Read Street
Internal Address:	3rd Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	826996	CLARK
Registration Number:	638559	TEABERRY
Registration Number:	2269125	SPOUT
Registration Number:	3120478	SPOUT
Registration Number:	822075	
Registration Number:	791935	CLARK
Registration Number:	2412572	ALPINE VALLEY
Registration Number:	3040443	BASKET STUFFERS
Registration Number:	3044857	BASKET STUFFERS
Registration Number:	3358744	CANDY CARNIVAL
Registration Number:	2142790	KIDS PLAY
Registration Number:	3416479	MAYFAIR
Registration Number:	3385124	MAYFAIR

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Registration Number:	3388444	MAYFAIR
Registration Number:	2175860	SELECT SWEETS
Registration Number:	3945903	TOTALLY SOUR

CORRESPONDENCE DATA

Fax Number: (302)636-5454

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Co.- J. Paterson

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	829454
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/29/2011

Total Attachments: 4

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Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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 or the new address(es) below.

1. Name of conveying party(ies):
Tzetzo Bros., Inc.
1100 Military Road
Buffalo, NY 14217

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation- State: NY
- [ ] Other

Citizenship (see guidelines)

Additional names of conveying parties attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: Tzetzo Bros., LLC
Internal Address:
Street Address: 5 knollwood Lane
City: Williamsville
State: NY
Country: Zip: 14221

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [x] Other LLC Citizenship DE

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) 06/20/2011

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other

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)
See Schedule A

Additional sheet(s) attached? [x] Yes [ ] No

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

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

Name: Corporation Service Company
Internal Address: Suite 210
Street Address: 1180 Avenue of the Americas
City: New York
State: NY Zip: 10036
Phone Number: 212-299-5600
Fax Number: 212-299-5656
Email Address: ORDER# 829454

6. Total number of applications and registrations involved: 16

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

- [ ] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

Signature — Date: 06/29/2011

Luis Rodriguez
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of June 20, 2011 ("Effective Date"), is made by and between Tzetzo Bros., Inc., a New York corporation, with offices at 1100 Military Road, Buffalo, New York 14217 ("Assignor"), and Tzetzo Bros., LLC, a Delaware limited liability company, with offices at 5 Knollwood Lane, Williamsville, New York 14221 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks ("Marks") and Registrations ("Registrations") for such Marks as granted by the United States Patent and Trademark Office and listed on the attached Schedule A, together with the goodwill of the business connected with and symbolized by the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, Registrations and the goodwill of the business connected with and symbolized by the Marks as part of the merger of Assignor and Assignee, which merger was effective as of June 20, 2011.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks and Registrations in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Registrations to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks and Registrations.

3. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

[Signatures Appear on the Following Page]

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Assignment as of the Effective Date.

ASSIGNOR:
TZETZO BROS., INC.

By: _____
Name: Christopher O. Tzetzo
Title: Vice President

ASSIGNEE:
TZETZO BROS., LLC

By: Tzetzo Holdings, Inc., its member

By: _____
Name: Thomas M. Tzetzo
Title: President

Schedule A

Mark	U.S. Serial No./ Registration No.	Filing Date/ Registration Date
CLARK	72/251,863 826,996	August 8, 1966 April 4, 1967
TEABERRY	72/002,950 638,559	February 20, 1956 December 11, 1956
SPOUT	75/538,966 2,269,125	August 19, 1998 August 10, 1999
SPOUT	78/688,903 3,120,478	August 9, 2005 July 25, 2006
	72/251,862 822,075	August 8, 1966 January 10, 1967
Clark	72/191,706 791,935	April 21, 1964 June 29, 1965
ALPINE VALLEY	75/901,811 2,412,572	January 21, 2000 December 12, 2000
Basket Stuffers	78/421,285 3,040,443	May 19, 2004 January 10, 2006
BASKET STUFFERS (stylized and/or with design)	78/421,271 3,044,857	May 19, 2004 January 17, 2006
CANDY CARNIVAL	77/136,288 3,358,744	March 21, 2007 December 25, 2007
KIDS PLAY	75/276,374 2,142,790	April 17, 1997 March 10, 1998
MAYFAIR	75/512,236 3,416,479	June 26, 1998 April 29, 2008
MAYFAIR	77/219,431 3,385,124	June 29, 1007 February 19, 2008
MAYFAIR	77/219,445 3,388,444	June 29, 2007 February 26, 2008
SELECT SWEETS	75/276,213 2,175,860	April 17, 1997 July 21, 1998
TOTALLY SOUR	77/954,664 3,945,903	March 9, 2010 April 12, 2011

TRADEMARK
RECORDED: 06/29/2011 REEL: 004572 FRAME: 0133