

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
KLN Enterprises, Inc.		09/01/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Nut Heads Chocolate Factory, Inc.		
Street Address:	800 4th Street NW		
City:	Perham		
State/Country:	MINNESOTA		
Postal Code:	56573		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85264411	NUTHEADS	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4271		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6126323271		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Cheryl Johnson		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray Plant Mooty		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	139481US002		
NAME OF SUBMITTER:	Cheryl Johnson		
Signature:	/Cheryl Johnson/		
Date:	09/02/2011		
Total Attachments: 1 source=bofcopier2@barrelfunsnacks.com_20110901_162034#page1.tif			

CH \$40.00 85264411

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**"), between KLN Enterprises, Inc., a Minnesota corporation located at 800 4th Street NW, Perham, Minnesota 56573 ("**Assignor**"), and Nut Heads Chocolate Factory, Inc., a Minnesota corporation located at 800 4th Street NW, Perham, Minnesota 56573 ("**Company**"), is executed on Sept. 1st, 2011.

RECITALS

- A. Assignor owns and has a bona fide intent to use the NUTHEADS trademark (the "**ITU Mark**") in commerce and has applied to register the ITU Mark in Application Serial No. 85/264,411.
- B. Company desires to acquire the business of the Assignor in connection with which Assignor has a bona fide intent to use the ITU Mark and the pending Application.

AGREEMENT

In consideration of the above recitals and the promises set forth in this Agreement, the parties agree as follows:

Assignor transfers and assigns to Company all of Assignor's right, title and interest in and to the ITU Mark, together with that portion of Assignor's business in connection with which it has a bona fide intent to use the Mark and all registrations and applications for registration of the Mark in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Company, its successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

The parties have executed this Agreement as of the date first written above.

Assignor:
KLN ENTERPRISES, INC.

By: 
Wayne Caughey
Chief Financial Officer

GP:3027314 v1