

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LETTERS OF ADMINISTRATION	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Frank		09/19/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	ICI-USA LLC		
Doing Business As:	DBA TOVOLO		
Street Address:	2815 East Lake Ave. E., Ste 150		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3075655	TOVOLO	
CORRESPONDENCE DATA			
Fax Number:	(206)682-7100		
Phone:	206.224.8010		
Email:	pcloutier@karrtuttle.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Priya Sinha Cloutier		
Address Line 1:	1201 Third Ave., Ste 2900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	44204.016		
NAME OF SUBMITTER:	Priya Sinha Cloutier, WSBA#37407		
Signature:	/Priya Sinha Cloutier/		

OP \$40.00 3075655

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TRADEMARK
REEL: 004630 FRAME: 0661

Date:

09/26/2011

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on 19 September 2011, by and between Matthew Frank ("Assignor") and ICI-USA LLC ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark Tovolo, Registration No. 3075655 (the Mark); and

Whereas, Assignor wishes to assign his rights in the Mark to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


- a) 1. **ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative Mark, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment.**
 - b) 2. **ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.**
3. **CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.**
- (1) 4. **BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.**

Assignment of Trademark
US Reg. #3075655

- (2) 5. GOVERNING LAW: This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Assignor caused this Assignment to be executed the day and year first above written.

ASSIGNOR:



A handwritten signature in black ink, appearing to read 'M. Frank', is written over a horizontal line. The signature is stylized and cursive.

Matthew Frank, Managing Member ICI-USA, LLC