

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
Planet Smoothie, LLC		11/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Tasti D-Lite LLC
Street Address:	341 Cool Springs Boulevard, Suite 100
Internal Address:	Attn.: Grayson C. Brown, Esq., MBA
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	3990630	CHANGING THE WAY THE PLANET EATS!
Registration Number:	2714463	PLANET LIVING
Registration Number:	3842557	PLANET PRO
Registration Number:	2360991	PLANET SMOOTHIE
Registration Number:	2469892	PLANET SMOOTHIE
Registration Number:	2560830	PLANET SMOOTHIE THE BEST TASTING SMOOTHIE ON THE PLANET!
Registration Number:	3706877	PLANET SOUP
Registration Number:	2456712	PROTEIN BLAST
Registration Number:	2473487	THE BEST TASTING SMOOTHIE ON THE PLANET!
Registration Number:	2310931	
Registration Number:	2454648	WELCOME TO THE PLANET!
Registration Number:	2988020	WHAT'S YOUR SMOOTHIE?

OP \$440.00 3990630

Registration Number:	2484776	WOMEN'S ONLY BLAST
Registration Number:	2513820	WORKOUT BLAST
Serial Number:	85178687	CHANGING THE WAY THE PLANET LIVES
Serial Number:	85178732	INVEST IN YOURSELF
Serial Number:	85178648	PLANET LIVING

CORRESPONDENCE DATA

Fax Number: (757)628-5566
Phone: (757)628-5582
Email: ip@wilsav.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Timothy J. Lockhart
Address Line 1: 440 Monticello Avenue, Suite 2200
Address Line 2: Attn.: IP Administrator
Address Line 4: Norfolk, VIRGINIA 23510-2243

ATTORNEY DOCKET NUMBER:	87057.002
NAME OF SUBMITTER:	Timothy J. Lockhart
Signature:	/Timothy J. Lockhart/
Date:	12/21/2011

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is entered into as of the Effective Date (as defined below) by Planet Smoothie, LLC, a Delaware limited liability company ("Assignor") in favor of Tasti D-Lite LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Planet Smoothie Peach, LLC, a Georgia limited liability company and wholly-owned subsidiary of Assignor ("Peach," each of Assignor and Peach a "Seller" and together the "Sellers") are parties to that certain Asset Purchase Agreement ("Agreement") made effective as of November 29, 2011 ("Effective Date"), by and among Assignor; Peach; Petrus Brands, LLC, a Delaware limited liability company; RSPS Holdings, LLC, a Delaware limited liability company; and Assignee;

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed in Exhibit A hereto for the jurisdictions listed in Exhibit A hereto ("Marks") for which, in the State of Georgia, the United States of America, and the foreign countries listed in Exhibit A hereto, registrations have been obtained ("Registrations") or applications for registration have been filed and are pending ("Applications"); and

WHEREAS, in conjunction with Sellers' execution of and performance under the Agreement, Assignor wishes to assign to Assignee all of Assignor's right, title, and interest in and to the Marks, Registrations, and Applications, and Assignee wishes to acquire and own all of Assignor's right, title, and interest in and to the Marks, Registrations, and Applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges and which consideration includes without limitation the direct and/or indirect benefit received by Assignor in conjunction with Sellers' execution of and performance under the Agreement:

1. Assignor hereby irrevocably sells, transfers, conveys, assigns, and delivers to Assignee, and its successors and assigns, effective as of the Effective Date, free and clear of all Liens (as defined in the Agreement) except for Permitted Exceptions (as defined in the Agreement): (a) all of Assignor's right, title, and interest, including without limitation the Registrations, Applications, and any and all other applications, registrations, and renewals therefor, in and to the Marks, together with all the goodwill of the business that pertains to any or all of the goods and/or services for which any or all of the Marks is used, or is intended to be used, in association therewith; and (b) any and all actions and rights of action for infringement, violation, or misappropriation, including without limitation the right to sue and collect damages for past infringement, of the foregoing right, title, and interest in and to the Marks, Registrations, and Applications and/or otherwise with respect to the Marks, Registrations, and/or Applications, whether arising before, on, or after the Effective Date.

2. The parties hereto acknowledge and agree that this Assignment is subject to, and will be construed in accordance with, the terms and conditions of the Agreement (including without limitation Sellers' representations and warranties therein) applicable to the subject matter hereof, all of which applicable terms and conditions are incorporated herein by reference.

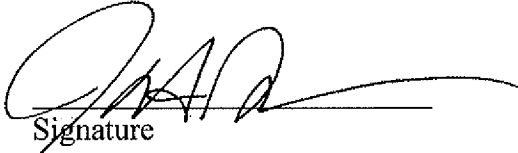
3. This Assignment and all claims or causes of action (whether at law, in contract, or in tort) that may be based upon, arise out of or relate to this Assignment (including the exhibit hereto), or the negotiation, execution, performance, validity, interpretation, construction, and enforcement of this Assignment will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. Upon Assignee's reasonable request and at Assignee's cost, Assignor hereby agrees promptly to execute and deliver to Assignee, or to its successors and assigns, any and all such further documents as may be reasonably necessary for Assignee, or for its successors and assigns, to perfect and enjoy any or all of the rights assigned hereunder.

5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. This Assignment may be executed and delivered by e-mail or facsimile, and copies of signatures hereon will be deemed as binding as originals.

IN WITNESS WHEREOF, the Assignee and the Assignor have caused this Assignment to be executed, as indicated below, by their duly authorized representatives.

TASTI D-LITE LLC
A Delaware limited liability company


Signature

James Amos
Printed Name

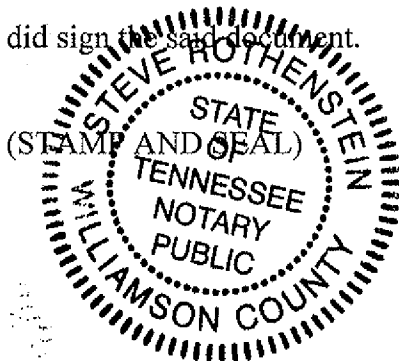
CEO
Title

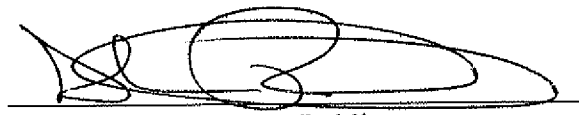
11-30-11
Date

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF TN : ss.:
CITY/COUNTY OF Williamson)

I, Steve Rothenstein, the undersigned Notary Public do hereby certify that James Amos, as CEO of **TASTI D-LITE LLC**, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 30 day of Nov, to execute the foregoing Assignment document on behalf of **TASTI D-LITE LLC**, and to me acknowledged that he/she did sign the said document.




Notary Public

My commission expires November 17, 2014

PLANET SMOOTHIE, LLC
A Delaware limited liability company

Signature

Shane Thompson

Printed Name

President

Title

11/29/11

Date

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF _____ : ss.:
CITY/COUNTY OF _____)

I, _____, the undersigned Notary Public do hereby certify
that _____, as _____ of
PLANET SMOOTHIE, LLC, a Delaware limited liability company, who signed the foregoing
Assignment document, was authorized on the _____ day of _____, to execute the foregoing
Assignment document on behalf of **PLANET SMOOTHIE, LLC**, and to me acknowledged that
he/she did sign the said document.

(STAMP AND SEAL)

Notary Public

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

STATE OF GEORGIA : ss.:

CITY/COUNTY OF Fulton)

I, Constance Quinta, the undersigned Notary Public, do hereby certify that Shane Thompson, as President of PLANET SMOOTHIE LLC, a Delaware limited liability company, who signed the foregoing ^{assignment} ~~power of attorney~~, was authorized on the 29th day of November to execute the foregoing ^{assignment} ~~power of attorney~~ on behalf of PLANET SMOOTHIE LLC, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Constance Quinta
Notary Public

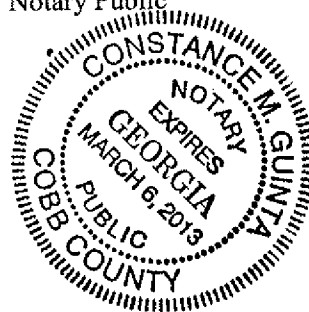


EXHIBIT A

MARK	JURISDICTION	STATUS	APPLICATION REGISTRATION NO.	FILING DATE	REG. DATE
PLANET SMOOTHIE	U.S. State GA	Registered	S-17015	3/20/1998	3/20/1998
PLANET SMOOTHIE	U.S. State GA	Registered	T-17063	3/20/1998	3/20/1998
CHANGING THE WAY THE PLANET EATS!	U.S. Federal	Registered	77808112 3990630	8/19/2009	7/5/2011
CHANGING THE WAY THE PLANET LIVES	U.S. Federal	Pending ITU	85178687	11/17/2010	
INVEST IN YOURSELF	U.S. Federal	Pending ITU	85178732	11/17/2010	
PLANET LIVING	U.S. Federal	Pending ITU	85178648	11/17/2010	
PLANET LIVING	U.S. Federal	Registered	76323441 2714463	10/9/2001	5/6/2003
PLANET PRO	U.S. Federal	Registered	77721987 3842557	4/24/2009	8/31/2010
PLANET SMOOTHIE	U.S. Federal	Registered	75186977 2360991	10/24/1996	6/27/2000
PLANET SMOOTHIE	U.S. Federal	Registered	74702296 2469892	7/17/1995	7/17/2001
PLANET SMOOTHIE THE BEST TASTING SMOOTHIE ON THE PLANET! AND DESIGN	U.S. Federal	Registered	75530821 2560830	8/4/1998	4/16/2002
PLANET SOUP	U.S. Federal	Registered	77666064 3706877	2/9/2009	11/3/2009
PROTEIN BLAST	U.S. Federal	Registered	75703573 2456712	5/14/1999	6/5/2001
THE BEST TASTING SMOOTHIE ON THE PLANET! AND DESIGN	U.S. Federal	Registered	76068934 2473487	6/12/2000	7/31/2001
MISCELLANEOUS DESIGN (TIN-CUP MAN INSIDE EARTH)	U.S. Federal	Registered	75528664 2310931	7/31/1998	1/25/2000

MARK	JURISDICTION	STATUS	APPLICATION/ REGISTRATION NO.	FILING DATE	REG. DATE
WELCOME TO THE PLANET!	U.S. Federal	Registered	75794008 2454648	9/7/1999	5/29/2001
WHAT'S YOUR SMOOTHIE?	U.S. Federal	Registered	78220362 2988020	2/28/2003	8/23/2005
WOMEN'S ONLY BLAST	U.S. Federal	Registered	76011437 2484776	3/28/2000	9/4/2001
WORKOUT BLAST	U.S. Federal	Registered	75705631 2513820	5/14/1999	12/4/2001
PLANET SMOOTHIE	Bahrain	Registered	53771	2/21/2007	9/30/2009
PLANET SMOOTHIE	Egypt	Registered	196567	2/15/2007	7/7/2009
PLANET SMOOTHIE	Jordan	Registered	91160	3/1/2007	11/13/2007
PLANET SMOOTHIE	Kuwait	Registered	83263 71225	2/17/2007	11/27/2008
PLANET LIVING	Mexico	Registered	542475 766326	4/9/2002	10/31/2002
PLANET SMOOTHIE	Oman	Registered	43764	2/25/2007	4/13/2008
PLANET SMOOTHIE	Qatar	Registered	43408	3/1/2007	6/30/2008
PLANET SMOOTHIE	Saudi Arabia	Registered	113648 950/77	01/19/2007	10/21/2007
PLANET SMOOTHIE	UAE	Registered	91420 90396	3/7/2007	7/14/2008