

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
Howard Sher		01/05/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Whataya Nuts Properties, LLC		
Street Address:	8235 Forsyth Boulevard		
Internal Address:	Suite 300		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4029210	WHATAYA NUTS	
CORRESPONDENCE DATA			
Fax Number:	(314)918-1168		
Phone:	314-266-5744		
Email:	tthompson@leachfirm.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:	Patricia Thompson		
Address Line 1:	220 West Lockwood Avenue, Suite 202		
Address Line 4:	St. Louis, MISSOURI 63119		
NAME OF SUBMITTER:	Patricia S. Thompson		
Signature:	/patricia s thompson/		
Date:	01/05/2012		
Total Attachments: 3 source=WN Trademark Assignment - executed#page1.tif source=WN Trademark Assignment - executed#page2.tif source=WN Trademark Assignment - executed#page3.tif			

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK ASSIGNMENT

ASSIGNOR: HOWARD SHER, an individual

ASSIGNEE: WHATAYA NUTS PROPERTIES, LLC

MARK AND REGISTRATION NO.: WHATAYA NUTS, Reg. No. 4,029,210

This Assignment is made as of the 5th day of January, 2012, by and between Howard Sher, an individual residing in the State of Missouri, ("Assignor"), and Whataya Nuts Properties, LLC, a Missouri limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the Trademark set forth on the attached Schedule A made a part hereof and incorporated by this reference (the "Trademark");

WHEREAS, Assignor desires to sell, transfer and assign to Assignee Assignor's right, title and interest in and to the Trademark and any registration thereof together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark;

WHEREAS, Assignee desires to acquire from Assignor the Trademark and any registration thereof together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademark and any registrations thereof for the United States and throughout the world, together with all of the

goodwill of the business in connection with which the Trademark is used and which is symbolized by said Trademark.

Assignor covenants and agrees that it will, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be reasonably necessary for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this Assignment in the United States Patent and Trademark Office and index same against the files of registration herein described.

HOWARD SHER




Howard Sher

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 5th day of January, 2012 before me personally appeared Howard Sher and _____ acknowledged this instrument to be an act of his own will and accord.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.


Notary Public

My commission expires:

