# 02/06/2012



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Form PTQ21894 (Rev. 03-11)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
<b>OMB Collectia 6651至0227 (exp. 03/31/2</b>	
10364	40304
Tổ the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Five Star Frozen Foods, Inc., a/k/a 5 Star Frozen Foods, Inc.	Additional names, addresses, or citizenship attached?   No  Name: Bernatello's Pizza, Inc.
Individual(s) Association	Internal Address:P.O. Box 729
General Partnership Limited Partnership	Street Address: 200 Congress Street West
X Corporation- State: Wisconsin	
Other	City: Maple Lake
Citizenship (see guidelines) Wisconsin corporation	State: Minnesota
Additional names of conveying parties attached? Yes X No	Country: United States Zip: 55358
	- Chizeriship
3. Nature of conveyance )/Execution Date(s) :	General Partnership Citizenship
Execution Date(s)January 31, 2012	Limited Partnership Citizenship
Assignment Merger	ズ Corporation Citizenship Minnesota
Security Agreement Change of Name	Other Citizenship   If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No
4. Application number(s) or registration number(s) and	(Designations must be a separate document from assignment)
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
unknown	2129060; 3267100; 2129061; and 2666102
IIIKIIOWII	Additional sheet(s) attached? Yes X No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
S Star; Borbello's; Orv's; and TASTY TOPPINGS	
5. Name & address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	registrations involved:
Name: <sub>Kaarin K. Foede</sub>	
Internal Address: Suite 200	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{115.00}{}\$
	Authorization by the strength of the strength
Street Address:121 West Main Street	Authorized to be charged to deposit account  Enclosed
City Waconia	8. Payment Information:
State:MN Zip:55387	
Phone Number:952-442-7713	02/06/2012 KNGUYEN1 00000025 2129060
Fax Number: 952-442-6166	Deposit Account Number 42.8
Email Address: kkfoede@mbslaw.com	Authorized UsefilName 522 5.8
9. Signature:	February 1, 2012
Signature	Date
/ Kaarin K. Foede	Total number of pages including cover 4
Name of Person Signing	sheet, attachments, and document:

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

#### ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS ("Assignment") is made as of the 3/2 day of January, 2012, among Five Star Frozen Foods, Inc., also known as 5 Star Frozen Foods, Inc., a Wisconsin corporation with its principal place of business at 1601 Hyland Avenue, Kaukauna, WI 54130 ("Assignor"), to Bernatello's Pizza, Inc., a Minnesota corporation with its principal place of business at 200 Congress Street West, Maple Lake, MN 55358 ("Assignee").

#### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated January 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks, and trade names of Assignor.

Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications, trade names, and logos, including without limitation the servicemarks, trademarks, servicemark and trademark applications, and trade names listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

## **AGREEMENT**

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title, and interest in, to, and under, the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada,

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and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof.

This Assignment shall be submitted to the United States Patent and Trademark Office for recording the assignment granted hereby.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

FIVE STAR FROZEN FOODS, INC. a/k/a 5 STAR FROZEN FOODS, INC.

Name: JAMES D NIEMUTT

Title: PRESIDENT

State of WIS

55.:

County of OVTAGAMIET

On this 31 day of January, 2012, before me, a notary public, personally appeared Tomes De Memoria, the MESIDENT of Five Star Frozen Foods, Inc., also known as 5 Star Frozen Foods, Inc., a Wisconsin corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

**Notary Public** 

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### **SCHEDULE A**

# 1. Registered Marks

- a. 5 StarUSPTO Registration No. 2129060USPTO Serial No. 75243411
- Borbello's
   USPTO Registration No. 3267100
   USPTO Serial No. 76665926
- c. Orv's
  USPTO Registration No. 2129061
  USPTO Serial No. 75243412
- b. TASTY TOPPINGS
  USPTO Registration No. 2666102
  USPTO Serial No. 76341614

## 2. Unregistered Marks

- a. Five Star Frozen Foods
- b. Lotzza Motzza
- c. Ultimate Rizer
- d. Pizza Chilada
- d. Super Combinations
- e. Extra-Orv-Inary

 $http://clients.intranet.mhslaw.com/7959/33896/draft\ documents/assignment\ of\ service marks\ and\ trademarks/assignment\ of\ service marks\ and\ trademarks\ fourth\ 01.06.12.docx$ 

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**RECORDED: 02/06/2012**