

02/06/2012

Form PTO-1594 (Rev. 03-11)
OMB Collection # 0651-0027 (exp. 03/31/2)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103640304

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

02/06/12

1. Name of conveying party(ies):

Five Star Frozen Foods, Inc., a/k/a 5 Star Frozen Foods, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Wisconsin corporation

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bernatello's Pizza, Inc.

Internal

Address: P.O. Box 729

Street Address: 200 Congress Street West

City: Maple Lake

State: Minnesota

Country: United States Zip: 55358

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Minnesota
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) January 31, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

unknown

B. Trademark Registration No.(s)

2129060; 3267100; 2129061; and 2666102

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5 Star; Borbello's; Orv's; and TASTY TOPPINGS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kaarin K. Foede

Internal Address: Suite 200

Street Address: 121 West Main Street

City: Waconia

State: MN Zip: 55387

Phone Number: 952-442-7713

Fax Number: 952-442-6166

Email Address: kkfoede@mhslaw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 02/06/2012 KNGUYEN1 00000025 2129060
01 FC:0521
Authorized User Name: 522

49.00 OP
5.00 OP

9. Signature:

Kaarin K. Foede
Signature
Kaarin K. Foede
Name of Person Signing

February 1, 2012
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 004731 FRAME: 0217

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS ("Assignment") is made as of the 31 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 17, 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,

SCHEDULE A

1. Registered Marks

- a. 5 Star
USPTO Registration No. 2129060
USPTO Serial No. 75243411
- b. 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_servicemarks_and_trademarks/assignment_of_servicemarks_and_trademarks_fourth_01.06.12.docx