

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
Sweet Ventures, LLC		05/17/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Simply Goodies, LLP		
Street Address:	7B Zane Grey		
City:	El Paso		
State/Country:	TEXAS		
Postal Code:	79906		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3157395	TRAVELER'S SELECT	
CORRESPONDENCE DATA			
Fax Number:	9155411597		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	915-532-2000		
Email:	pine@mgmsg.com		
Correspondent Name:	Clyde A Pine Jr.		
Address Line 1:	100 N. Stanton		
Address Line 2:	Suite 1000		
Address Line 4:	El Paso, TEXAS 79901		
ATTORNEY DOCKET NUMBER:	10904-102		
NAME OF SUBMITTER:	Clyde A. Pine, Jr.		
Signature:	/Clyde Pine/		

OP \$40.00 3157395

Date:

05/23/2012

Total Attachments: 16

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ASSET CONTRIBUTION AGREEMENT

This ASSET CONTRIBUTION AGREEMENT ("Agreement") is dated May __, 2007, by and between **Simply Goodies, LLP**, a Delaware limited liability partnership ("**Simply Goodies**"); **Sweet Ventures, LLC**, an Illinois limited liability company ("**Contributor**"); Solely for the limited purposes expressly provided for herein, each of Brian Flanagan, Tyler Mayoras, Richard Anglin and the David Sobut Trust join in this Agreement as the sole members of Contributor (collectively, the "**Sweet Members**").

RECITALS

Contributor desires to contribute and sell, and Simply Goodies desires to accept and purchase, the Assets of Contributor for the consideration and on the terms set forth in this Agreement in a transaction intended by the parties to be tax-deferred under Section 721 of the Code.

The parties are entering into this Agreement as a part of the capitalization of Simply Goodies, and in connection therewith, Blueberry Sales, LLP ("**Blueberry**") is simultaneously entering into a similar Asset Contribution Agreement (the "**Blueberry Asset Agreement**") pursuant to which substantially all of the assets of Blueberry and certain of the liabilities of Blueberry, will be contributed to Simply Goodies pursuant to the terms of such Blueberry Asset Agreement. The closing of the transactions contemplated by this Agreement and those contemplated by the Blueberry Asset Agreement will be consummated simultaneously to capitalize as a contribution to the capital of Simply Goodies, and thereafter substantially all of the assets and certain of the liabilities of Contributor and Blueberry will be vested in Simply Goodies, subject to the terms and conditions of this Agreement and the Blueberry Asset Agreement. Blueberry is an intended third party beneficiary of this Agreement, with rights to enforce this Agreement at Partnership expense under certain circumstances set forth in the Limited Liability Partnership Agreement of Simply Goodies.

The parties, intending to be legally bound, agree as follows:

1. Definitions and Usage.

1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Accounts Receivable" — (a) all trade accounts receivable and other rights to payment from customers of Contributor and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of Contributor, (b) all other accounts or notes receivable of Contributor and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Adjustment Amount" — as defined in Section 2.8.

"Appurtenances" — all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of the Land, including all easements appurtenant to and for the

“Hazardous Activity” — the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the Facilities.

“Hazardous Material” — any substance, material or waste which is or will foreseeably be regulated by any Governmental Body, including any material, substance or waste which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “contaminant,” “toxic waste” or “toxic substance” under any provision of Environmental Law, and including petroleum, petroleum products, asbestos, presumed asbestos containing material or asbestos containing material, urea formaldehyde and polychlorinated biphenyls.

“Improvements” — all buildings, structures, fixtures and improvements located on the Land or included in the Assets, including those under construction.

“Indemnified Person” — as defined in Section 11.9.

“Indemnifying Person” — as defined in Section 11.9.

“Intellectual Property Assets” — as defined in Section 3.25(a).

“Interim Balance Sheet” — as defined in Section 3.4.

“Inventories” — all inventories of Contributor, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Contributor in the production of finished goods.

“IRS” — the United States Internal Revenue Service and, to the extent relevant, the United States Department of the Treasury.

“Knowledge” — an individual will be deemed to have Knowledge of a particular fact or other matter if that individual is actually aware of that fact or matter. With regard to Contributor, “Knowledge of Contributor” (and similar phrases with respect to Contributor) consists of the Knowledge of Brian Flanagan, Tyler Mayoras and/or Richard Anglin.

“Lease” — any Real Property Lease or any lease or rental agreement, license, right to use or installment and conditional sale agreement to which Contributor is a party and any other Contributor Contract pertaining to the leasing or use of any Tangible Personal Property.

“Legal Requirement” — any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“Liability” — with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any Legal Requirement means such Legal Requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Legal Requirement means that provision of such Legal Requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(viii) "or" is used in the inclusive sense of "and/or";

(ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP.

(c) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

2. Contribution and Transfer of Assets; Closing.

2.1 Assets to be Contributed. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Contributor shall contribute, convey, assign, transfer and deliver to Simply Goodies, and Simply Goodies shall

receive and acquire from Contributor, free and clear of any Encumbrances other than Permitted Encumbrances, all of Contributor's right, title and interest in and to all of Contributor's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

- (a) Reserved;
- (b) all Tangible Personal Property described in Part 2.1(b)(i);
- (c) all Inventories;
- (d) all Accounts Receivable;
- (e) the Contributor Contracts as listed in Part 3.20(a);
- (f) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Simply Goodies, including those listed in Part 3.17(b);
- (g) all data and Records related to the operations of Contributor, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records and other Records described in Section 2.2(g);
- (h) all of the intangible rights and property of Contributor, including Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings and those items listed in Parts 3.25(d), (e), (f) and (h);
- (i) all insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;
- (j) all claims of Contributor against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including all such claims listed in Part 2.1(j);
- (k) all rights of Contributor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not listed in Part 2.2(c) and that are not excluded under Section 2.2(g);
- (l) all cash, cash equivalents and short-term investments; and
- (m) all claims for refund of Taxes and other governmental charges of whatever nature (other than with respect to US income taxes).

or for certification of a collective bargaining agent is pending; (vi) no grievance or arbitration Proceeding exists that might have an adverse effect upon Contributor or the conduct of its business; (vii) there is no lockout of any employees by Contributor, and no such action is contemplated by Contributor; and (viii) to Contributor's Knowledge there has been no charge of discrimination filed against or threatened against Contributor with the Equal Employment Opportunity Commission or similar Governmental Body.

3.25 Intellectual Property Assets.

(a) The term "**Intellectual Property Assets**" means all intellectual property owned or licensed (as licensor or licensee) by Contributor in which Contributor has a proprietary interest, including:

(i) Contributor's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "**Marks**");

(ii) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "**Patents**");

(iii) all registered and unregistered copyrights in both published works and unpublished works (collectively, "**Copyrights**");

(iv) all rights in mask works;

(v) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints (collectively, "**Trade Secrets**"); and

(vi) all rights in internet web sites and internet domain names presently used by Contributor (collectively "**Net Names**").

(b) Part 3.25(b) contains a complete and accurate list and summary description, including any royalties paid or received by Contributor, and Contributor has delivered to Simply Goodies accurate and complete copies, of all Contributor Contracts relating to the Intellectual Property Assets, except for any license implied by the sale of a product and perpetual, paid-up licenses for commonly available Software programs with a value of less than \$1,000 under which Contributor is the licensee. There are no outstanding and, to Contributor's Knowledge, no threatened disputes or disagreements with respect to any such Contract.

(c)

(i) Except as set forth in Part 3.25(c), the Intellectual Property Assets are all those necessary for the operation of Contributor's business as it is currently conducted. Contributor is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, and has the right to use

without payment to a Third Party all of the Intellectual Property Assets, other than in respect of licenses listed in Part 3.25(c).

(ii) Reserved.

(d)

(i) Part 3.25(d) contains a complete and accurate list and summary description of all Patents.

(ii) All of the issued Patents are currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(iii) No Patent has been or is now involved in any interference, reissue, reexamination, or opposition Proceeding. To Contributor's Knowledge, there is no potentially interfering patent or patent application of any Third Party.

(iv) Except as set forth in Part 3.25(d), (A) no Patent is infringed or, to Contributor's Knowledge, has been challenged or threatened in any way and (B) none of the products manufactured or sold, nor any process or know-how used, by Contributor infringes or is alleged to infringe any patent or other proprietary right of any other Person.

(v) All products made, used or sold under the Patents have been marked with the proper patent notice.

(e)

(i) Part 3.25(e) contains a complete and accurate list and summary description of all Marks. Except as set forth in Part 3.25(e);

(ii) All Marks have been registered with the United States Patent and Trademark Office, are currently in compliance with all formal Legal Requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications), are valid and enforceable and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(iii) No Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding and, to Contributor's Knowledge, no such action is threatened with respect to any of the Marks.

(iv) To Contributor's Knowledge, there is no potentially interfering trademark or trademark application of any other Person.

(v) No Mark is infringed or, to Contributor's Knowledge, has been challenged or threatened in any way. None of the Marks used by Contributor infringes or is alleged to infringe any trade name, trademark or service mark of any other Person.

(vi) All products and materials containing a Mark bear the proper federal registration notice where permitted by law.

(f)

(i) Part 3.25(f) contains a complete and accurate list and summary description of all Copyrights.

(ii) All of the registered Copyrights are currently in compliance with formal Legal Requirements, are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the date of Closing.

(iii) No Copyright is infringed or, to Contributor's Knowledge, has been challenged or threatened in any way. None of the subject matter of any of the Copyrights infringes or is alleged to infringe any copyright of any Third Party or is a derivative work based upon the work of any other Person.

(iv) All works encompassed by the Copyrights have been marked with the proper copyright notice.

(g)

(i) Except as set forth in Part 3.25(g), with respect to each Trade Secret, the documentation relating to such Trade Secret is current, accurate and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the knowledge or memory of any individual.

(ii) Contributor has taken all reasonable precautions to protect the secrecy, confidentiality and value of all Trade Secrets (including the enforcement by Contributor of a policy requiring each employee or contractor to execute proprietary information and confidentiality agreements substantially in Contributor's standard form, and all current and former employees and contractors of Contributor have executed such an agreement).

(iii) Contributor has good title to and an absolute right to use the Trade Secrets. The Trade Secrets are not part of the public knowledge or literature and, to Contributor's Knowledge, have not been used, divulged or appropriated either for the benefit of any Person (other than Contributor) or to the detriment of Contributor. No Trade Secret is subject to any adverse claim or has been challenged or threatened in any way or infringes any intellectual property right of any other Person.

(h)

(i) Part 3.25(h) contains a complete and accurate list and summary description of all Net Names.

(ii) All Net Names have been registered in the name of Contributor and are in compliance with all formal Legal Requirements.

(iii) No Net Name has been or is now involved in any dispute, opposition, invalidation or cancellation Proceeding and, to Contributor's Knowledge, no such action is threatened with respect to any Net Name.

(iv) To Contributor's Knowledge, there is no domain name application pending of any other person which would or would potentially interfere with or infringe any Net Name.

(v) To Contributor's Knowledge, no Net Name is infringed or has been challenged, interfered with or threatened in any way. No Net Name infringes, interferes with or is alleged to interfere with or infringe the trademark, copyright or domain name of any other Person.

3.26 Reserved

3.27 Compliance with the Foreign Corrupt Practices Act and Export Control and Antiboycott Laws.

(a) Contributor and its Representatives have not, to obtain or retain business, directly or indirectly offered, paid or promised to pay, or authorized the payment of, any money or other thing of value (including any fee, gift, sample, travel expense or entertainment with a value in excess of one hundred dollars (\$100.00) in the aggregate to any one individual in any year) or any commission payment of any amount payable, to:

(i) any person who is an official, officer, agent, employee or representative of any Governmental Body or of any existing or prospective customer (whether government owned or nongovernment owned);

(ii) any political party or official thereof;

(iii) any candidate for political or political party office; or

(iv) any other individual or entity;

while knowing or having reasonable basis to believe that all or any portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to any such official, officer, agent, employee, representative, political party, political party official, candidate, individual, or any entity affiliated with such customer, political party or official or political office.

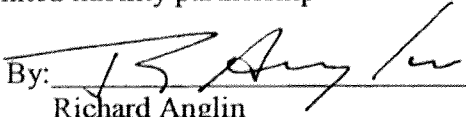
Signature Page to Asset Contribution Agreement (Sweet Ventures)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIMPLY GOODIES:

SIMPLY GOODIES, LLP, a Delaware
limited liability partnership

By: _____



Richard Anglin

Chief Executive Officer

Signature Page to Asset Contribution Agreement (Sweet Ventures)

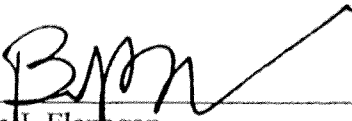
CONTRIBUTOR:

SWEET VENTURES, LLC, an Illinois
limited liability company

By: 
Name: D. Tyler Mayoras
Title: _____

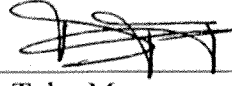
Signature Page to Asset Contribution Agreement (Sweet Ventures)

SWEET MEMBERS:




Brian J. Flanagan

Signature Page to Asset Contribution Agreement (Sweet Ventures)



D. Tyler Mayoras

Signature Page to Asset Contribution Agreement (Sweet Ventures)


Richard Anglin

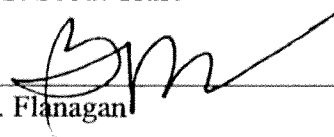
Signature Page to Asset Contribution Agreement (Sweet Ventures)

The David S. Sobut Trust

By: _____

Brian J. Flanagan

Trustee

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

PART 3.25(e)

Marks

Marks assigned to the Contributor by Hyde & Hyde on June 3, 2005.

Serial No.	Registration No.	Mark	Filing Date
75308358	2215928	Snack Stop	June 13, 1997
76479189	2900904	Candy Treats	December 30, 2002

Other Marks: The two Marks listed below, Fun Time and Penny Paradise, are unused by the Contributor.

Serial No.	Registration No.	Mark
78700647	3157393	O'GOODY
78700652	3157394	FAMILY SWEETS
78700240	3162138	THE COMPLETE PACKAGE
78700655	3157395	TRAVELERS SELECT 2016
78265339	2853824	WARNER'S
73330891	1228662	FUN TIME
73330892	1228663	PENNY PARADISE

Common-law trademark rights to the Mark WARNER'S derived from use in commerce at least as early as 1953 for use on packaged candy and nuts. Common-law rights to the tradename "Warner Candy Co." derived from use in commerce since at least as early as 1953.