

## 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
Moochie & Company, Inc.		12/31/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Commerce National Bank		
Street Address:	3650 Olentangy River Road #100		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43214		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3163163	MOOCHIE & CO.	
Registration Number:	3273794	MOOCHIE & CO.	
CORRESPONDENCE DATA			
Fax Number:	6142223437		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	614-462-1055		
Email:	barbara.bacon@icemiller.com		
Correspondent Name:	Roger A. Gilcrest		
Address Line 1:	250 West Street		
Address Line 4:	Columbus, OHIO 43215-7509		
ATTORNEY DOCKET NUMBER:	32957.0001		
NAME OF SUBMITTER:	Roger A. Gilcrest		
Signature:	/Roger A. Gilcrest/		

Date:

05/24/2012

Total Attachments: 2

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## SURRENDER OF COLLATERAL

As an inducement to COMMERCE NATIONAL BANK, a national banking association ("Bank"), to forbear from immediately initiating judicial proceedings against MOOCHIE & COMPANY, INC., an Ohio corporation ("Debtor"), to collect the amounts owed to Bank by Debtor (the "Debt"), to facilitate the exercise of the rights and remedies available to Bank pursuant to and accordance with the Ohio Uniform Commercial Code, Ohio Revised Code §§1309.601 et seq., and in consideration of Bank so forbearing and releasing the Debtor, Debtor hereby surrenders to Bank possession of all of the assets of every kind and character of Debtor, including without limitation all collateral described on Exhibit A, attached hereto, whether located at the principal offices of Debtor at 640-A Lakeview Plaza Blvd., Worthington, Ohio 43085 or elsewhere (collectively, the "Collateral"), to and in which Collateral Bank claims and asserts a security interest to secure the Debt pursuant to grants by Debtor to Bank prior to the date of this Agreement as set forth in the Security Agreement between Bank and Debtor dated March 9, 2007.

This Agreement has been executed effective as of December 31, 2008.

### BANK:

COMMERCE NATIONAL BANK, a  
national banking association

### DEBTOR:

MOOCHIE & COMPANY, INC., an Ohio  
corporation

By: 

Jeffrey A. Nelson, Vice President

By: 

Michael J. Dagne, President

### GUARANTORS:

  
Michael J. Dagne

  
Albert J. Bell

## EXHIBIT A

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles (including without limitation, the trade name "Moochie & Co."), whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, together with:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later;

(B) All products and produce of any of the property described in this collateral section;

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this collateral section; and

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.