

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
Equitable Transitions, Inc.		03/09/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Cheryl & Co.
Street Address:	646 McCorkle Boulevard
City:	Westerville
State/Country:	OHIO
Postal Code:	43802
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1149209	MISS GRACE LEMON CAKE CO.
Registration Number:	1167536	MISS GRACE LEMON CAKE CO.
Registration Number:	1190261	MISS GRACE LEMON CAKE CO.
Registration Number:	1181372	MISS GRACE LEMON CAKE CO.
Registration Number:	1313711	DESSERT OF THE MONTH CLUB
Registration Number:	1485675	MRS. BEASLEY'S
Registration Number:	1485681	MRS. BEASLEY'S
Registration Number:	1539805	MRS. BEASLEY'S
Registration Number:	1539464	MRS. BEASLEY'S
Registration Number:	3381093	POPPERS
Registration Number:	3556802	

CORRESPONDENCE DATA

Fax Number: 5164311127

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 5164311177  
Email: tmgalgano@rcn.com  
Correspondent Name: Galgano & Associates, PLLC  
Address Line 1: 20 W. Park Avenue  
Address Line 2: Suite 204  
Address Line 4: Long Beach, NEW YORK 11561

ATTORNEY DOCKET NUMBER:	329-1160
NAME OF SUBMITTER:	Thomas M. Galgano
Signature:	/tmg/
Date:	05/24/2012

Total Attachments: 6  
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of March 9, 2011 by EQUITABLE TRANSITIONS, INC., ASSIGNEE FOR THE BENEFIT OF THE CREDITORS OF MRS. BEASLEY'S BAKERY, LLC, a Delaware limited liability company ("Assignor") to CHERYL & CO., an Ohio corporation ("Assignee").

RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 9, 2011 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets, including with limitation the patents, patent applications (including any divisionals, continuation, continuations-in-part), patent rights, copyrights, servicemarks, trademarks, tradenames, domain names and web addresses of Assignor listed on Schedule A annexed hereto, together with the associated goodwill of Assignor's business. 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, all of such Purchased Assets. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement.

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 and to each of Assignor's registered and unregistered domestic and foreign patents, patent applications (including any divisionals, continuation, continuations-in-part), patent rights, copyrights, servicemarks, trademarks, trademark applications, trade names, domain names and web addresses listed on Schedule A annexed hereto, together with the associated goodwill of Assignor's business including without limitation, the patents, patent applications (including any divisionals, continuation, continuations-in-part) patent rights, copyrights, servicemarks, trademarks, trademark applications, trade names, domain names and web addresses listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "IP Rights").

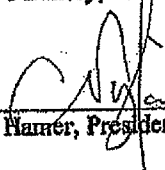
NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the IP Rights, together with the associated goodwill of Assignor's business symbolized by the IP Rights, and all rights to sue for infringement of any IP Right, the same to be held and enjoyed by 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. Assignor agrees to take all commercially reasonable actions requested by Assignee or reasonably necessary to effectuate the assignment and transfer of the IP Rights, including domain names and web addresses, to Assignee. The costs and expenses of any such actions shall be paid by Assignee.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto. A facsimile signature page shall be deemed an original, unless an original is required by applicable law. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and representatives. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereunder.

IN WITNESS WHEREOF, EQUITABLE TRANSITIONS, INC. as  
Assignee for the Benefit of Creditors of Mrs. Beasley's Bakery, LLC, has executed this  
Assignment of Intellectual Property as of this 9 day of March, 2011.

EQUITABLE TRANSITIONS, INC,  
Assignee for the Benefit of the Creditors of  
Mrs. Beasley's Bakery, LLC

By   
Nigel Hamer, President

Acknowledged:

CHERYL & CO., an Ohio corporation




By: 

Name: STEVEN DEVORMAN

Title: president

IP Assignment Agreement


TRADEMARK APPLICATIONS/REGISTRATIONS STATUS LIST  
 MRS. BEASLEY'S BAKERY, LLC  
 as of April 5, 2010

Registrant	Mark	App/Reg Number	App/Reg Date	Class	Status	Goods/Services	Affidavits \$8 3&15	Renewal Period
Mrs. Beasley's Bakery, LLC	MRS. BEASLEY'S Service Mark	S/N 73/650,025 Reg. No. 1,485,675	File Date 03/18/87 Reg. Date 04/19/88	42	Registered on Principal Register. First renewal granted.	Retail store services in the field of bakery goods and gifts	accepted 10/12/93	04/20/17 - 04/18/18
Mrs. Beasley's Bakery, LLC		S/N 73/656,143 Reg. No. 1,485,681	File Date 04/20/87 Reg. Date 04/19/88	42	Registered on Principal Register. First renewal granted.	Retail store services in the field of bakery goods and gifts	accepted 10/12/93	04/20/17 - 04/18/18
Mrs. Beasley's Bakery, LLC		S/N 73/754,019 Reg. No. 1,539,464	File Date -09/26/88 Reg. Date 05/16/89	29 & 30	Registered on Principal Register. First renewal granted.	Class 30: Bakery goods, namely, muffins, brownies, cakes and cookies Class 29: (Canceled: jams, jellies and fruit preserves)	accepted 12/11/95	05/17/18 - 05/15/19
Mrs. Beasley's Bakery, LLC		S/N 73/753,830 Reg. No. 1,539,805	File Date -09/26/88 Reg. Date 05/16/89	42	Registered on Principal Register. First renewal granted.	Restaurant services and retail store services in the field of bakery goods and gifts	accepted 12/11/95	05/17/18 - 05/15/19

Mrs. Beasley's Bakery, LLC  
 Trademark Status Report

Registrant	Mark	App/Reg. Number	App/Reg. Date	Class	Status	Goods/Services	Affidavits §§ 8&15	Renewal Period
Mrs. Beasley's Bakery, LLC	MISS GRACE LEMON CAKE CO. (Service Mark)	S/N 73/201,786 Reg. No. 1,149,209	File Date 01/29/79 Reg. Date 03/24/81	42	Registered on Principal Register Renewed on 3-26-10	Restaurant and retail bakery store services	accepted 09/11/87	03/25/20 - 03/23/21
Mrs. Beasley's Bakery, LLC	MISS GRACE LEMON CAKE CO. (Trademark)	S/N 73/201,787 Reg. No. 1,167,536	File Date 01/29/79 Reg. Date 09/01/81	30	Registered on Principal Register	Cakes, cookies and pies	accepted 09/17/87	09/02/10 - 08/31/11
Mrs. Beasley's Bakery, LLC	MISS GRACE LEMON CAKE CO. (STYLIZED) (Trademark)	S/N 73/201,843 Reg. No. 1,190,261	File Date 01/29/79 Reg. Date 02/16/82	42	Registered on Principal Register Renewed on 09/10/02	Retail bakery store services	accepted 09/21/97	02/17/11 - 02/15/12
Mrs. Beasley's Bakery, LLC	MISS GRACE LEMON CAKE CO. (STYLIZED) (Trademark)	S/N 73/201,845 Reg. No. 1,181,372	File Date 01/29/79 Reg. Date 12/08/81	30	Registered on Principal Register Renewed on 07/10/02	Cakes, cookies and pies	accepted 09/24/87	12/09/10 - 12/07/11

Mrs. Beasley's Bakery, LLC  
 Trademark Status Report

Registrant	Mark	Add/Reg. Number	Add/Reg. Date	Class	Status	Goods/Services	Affidavits \$8 & 15	Renewal Period
Mrs. Beasley's Bakery, LLC	DESSERT OF THE MONTH CLUB (Trademark)	S/N 73/447,922 Reg. No. 1,313,711	File Date 10/13/83 Reg. Date 01/08/85	30	Registered on Principal Register	Cakes and cookies	accepted 04/11/91	01/09/14-01/07/15
Mrs. Beasley's Bakery, LLC	POPPERS	S/N 77/205,051 Reg. No. 3,381,093	File Date 06/13/07 Reg. Date 02/12/08	30	Registered on Principal Register	Bakery goods, namely, cupcakes, muffins and cookies	02/13/13-02/11/14	02/13/17-02/11/18
Mrs. Beasley's Bakery, LLC		S/N 77/476,087 Reg. No. 3,556,802	File Date 05/15/08 Reg. Date 01/06/09	30, 35	Registered on Principal Register	30: Bakery goods, namely, muffins, brownies, cakes, cupcakes and cookies. 35: Retail store services and on-line retail store services in the field of bakery goods and gifts.	01/07/14-01/05/15	01/07/18-01/05/19