

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																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Two Feet Up, Inc.</td> <td></td> <td>05/29/2012</td> <td>CORPORATION: MICHIGAN</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Two Feet Up, Inc.		05/29/2012	CORPORATION: MICHIGAN																				
Name	Formerly	Execution Date	Entity Type																												
Two Feet Up, Inc.		05/29/2012	CORPORATION: MICHIGAN																												
RECEIVING PARTY DATA																															
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Value Quest Foods</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">3399 Peachtree Road NE</td> </tr> <tr> <td>Internal Address:</td> <td colspan="3">Suite 535</td> </tr> <tr> <td>City:</td> <td colspan="3">Atlanta</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">30326</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: MICHIGAN</td> </tr> </table>				Name:	Value Quest Foods			Street Address:	3399 Peachtree Road NE			Internal Address:	Suite 535			City:	Atlanta			State/Country:	GEORGIA			Postal Code:	30326			Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
Name:	Value Quest Foods																														
Street Address:	3399 Peachtree Road NE																														
Internal Address:	Suite 535																														
City:	Atlanta																														
State/Country:	GEORGIA																														
Postal Code:	30326																														
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN																														
PROPERTY NUMBERS Total: 1																															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3865395</td> <td>WADDLES</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3865395	WADDLES																						
Property Type	Number	Word Mark																													
Registration Number:	3865395	WADDLES																													
CORRESPONDENCE DATA																															
Fax Number: 2485668505 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 248-566-8504 Email: tmdocketing@honigman.com Correspondent Name: Michael A. Lisi Address Line 1: 39400 Woodward Avenue Address Line 2: Suite 101 Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151																															
ATTORNEY DOCKET NUMBER:	207582-325398																														
NAME OF SUBMITTER:	Michael A. Lisi																														
Signature:	/Michael A. Lisi/																														
Date:	05/30/2012																														
Total Attachments: 1 source=Trademark Assignment Waddles#page1.tif																															

CH \$40.00 3865395

TRADEMARK ASSIGNMENT

TWO FEET UP, INC., a Michigan corporation at 3399 Peachtree Road NE, Suite 535, Atlanta Georgia, 30326 ("Assignor"), wishes to assign to Value Quest Foods, a Michigan limited liability company at 3399 Peachtree Road NE, Suite 535 Atlanta Georgia, 30326 ("Assignee") the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Registration No. 3865395 for the mark WADDLES in International Class 30; and

any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

In view of the payment of Ten dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

This Assignment and all terms hereof shall be binding upon and ensure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

TWO FEET UP, INC.

Dated: May ____, 2012

By: *[Signature]*

Its: *Sec/Treasurer*

13886770.1