

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DIPPIN' DOTS, INC. | | 05/18/2012 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | DIPPIN' DOTS, L.L.C. | | |
| Street Address: | 5101 Charter Oak Dr. | | |
| City: | Paducah | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 42001 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: OKLAHOMA | | |
| PROPERTY NUMBERS Total: 48 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85437829 | DOGGIE DOTS | |
| Serial Number: | 85529687 | DOTS 'N CREAM DECADENCE | |
| Serial Number: | 85294375 | D'LIGHTFUL TWIST | |
| Serial Number: | 85294345 | D'LIGHTFUL CHOCOLATE | |
| Serial Number: | 85263115 | DIPPIN' DOTS 2GO | |
| Serial Number: | 85238886 | DIPPIN' POPS | |
| Serial Number: | 77786193 | CHILLIN' AT FORTY BELOW ZERO | |
| Registration Number: | 4047054 | DIPPIN' CANDY | |
| Registration Number: | 3938040 | WANGO RAINBO | |
| Registration Number: | 3937515 | COFFEE OF THE FUTURE | |
| Registration Number: | 3212694 | DIPPIN' DOTS ICE CREAM | |
| Registration Number: | 3462278 | CHERRYBERRY ICE | |
| Registration Number: | 3753331 | FROZEN FROM THE INSIDE OUT | |
| Registration Number: | 3095740 | DOTWICH | |

| | | |
|----------------------|---------|--------------------------------------|
| Registration Number: | 3066863 | DOTS 'N CREAM |
| Registration Number: | 3092344 | DIPPIN' STIX |
| Registration Number: | 2756102 | |
| Registration Number: | 2756101 | |
| Registration Number: | 2768175 | DOTMAN |
| Registration Number: | 3979697 | CLUSTERZ |
| Registration Number: | 3962508 | SMACK PACK |
| Registration Number: | 3951595 | SMACK IT, THEN SNACK IT! |
| Registration Number: | 3896370 | SPOTS DOTS |
| Registration Number: | 3751746 | 0 40° |
| Registration Number: | 3754234 | FORTY BELOW ZERO CLUB |
| Registration Number: | 3615489 | DIPPIN' DOTS ROCK |
| Registration Number: | 3580467 | DIPPIN' DOTS |
| Registration Number: | 3729385 | SPOOKIES 'N CREAM |
| Registration Number: | 3607087 | VANILLA OVER THE RAINBOW |
| Registration Number: | 3607032 | WILD ABOUT CHOCOLATE |
| Registration Number: | 3497379 | MINI MINT |
| Registration Number: | 3857218 | ALL 'ROUND ICE CREAM FUN |
| Registration Number: | 3781539 | DOT QUAKE |
| Registration Number: | 3581145 | ORBLETS |
| Registration Number: | 3894147 | FORTY BELOW JOE |
| Registration Number: | 3083337 | DOT DELICACIES |
| Registration Number: | 3043871 | DIPPIN' DOTS |
| Registration Number: | 3037283 | ROCKIN' RAINBOW |
| Registration Number: | 2721967 | SOLAR FREEZE |
| Registration Number: | 2592558 | |
| Registration Number: | 2543917 | DIPPIN' DOTS ICE CREAM OF THE FUTURE |
| Registration Number: | 2156908 | DIPPIN' DOTS ICE CREAM OF THE FUTURE |
| Registration Number: | 2025721 | FROZEN-DOTS-OF-FUN |
| Registration Number: | 1987240 | ARCTIC DOTS |
| Registration Number: | 1874395 | DIPPIN' DOTS ICE CREAM OF THE FUTURE |
| Registration Number: | 1831708 | SPACE DOTS |
| Registration Number: | 1769015 | ICE CREAM OF THE FUTURE |
| Registration Number: | 1551183 | DIPPIN DOTS |

Fax Number: 4052287305

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (405) 552-2305

Email: michael.labrie@mcafeetaft.com

Correspondent Name: Michael J. LaBrie, McAfee & Taft

Address Line 1: 211 N. Robinson

Address Line 2: Two Leadership Square, 10th Floor

Address Line 4: Oklahoma City, OKLAHOMA 73102-7103

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 08832.00001 |
| NAME OF SUBMITTER: | Michael J. LaBrie |
| Signature: | /Michael J. LaBrie/ |
| Date: | 05/31/2012 |

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of May 18th, 2012 (this "Agreement") by Dippin' Dots, Inc., an Illinois corporation ("Assignor"), in favor of Dippin' Dots, L.L.C., an Oklahoma limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 9, 2012, as amended by the First Amendment dated May 9, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and deliver to Assignee and Assignee has agreed to purchase, acquire and take assignment and delivery of the Purchased Assets; and

WHEREAS, any word, term or phrase which is defined in the Purchase Agreement, shall, when used in this Agreement, have the meaning assigned to such word, term or phrase in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Owned Intellectual Property. Assignor does hereby sell, assign, transfer and deliver to Assignee all of Assignor's right, title and interest in and to intellectual property owned by Assignor and used or held for use in connection with the Purchased Assets, excluding any intellectual property used in connection with the assets of Business not being assigned at the Closing, and including (the "Assignment"):

a. all copyrights, including without limitation copyrights in all computer programs (whether in source code or object code form), databases (to the extent copyrightable), compilations and data, and all documentation related to any of the foregoing and in the content contained on any website, and registrations and applications for any of the foregoing, and rights to sue for past infringement thereof ("Copyrights"), including without limitation the applications and registrations set forth on Exhibit A hereto;

b. all patents and industrial designs, including without limitation any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to sue for past Infringement thereof ("Patents");

c. all trademarks, trade names, service marks, designs, logos, emblems, signs or insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with the registrations and applications for registrations pertaining to any of the foregoing, any derivations of any of the foregoing, all goodwill associated therewith, and rights to sue for past infringement thereof ("Trademarks"), including without limitation the applications and registrations set forth on Exhibit B hereto;

d. all domain names (to the extent assignable as property) including without limitation the domain name registrations set forth on Exhibit C hereto;

e. all trade secrets (as defined under applicable law) including without limitation trade secrets of the following nature: financing and marketing information, technology, know-how, inventions, proprietary processes, formulae, algorithms, models and methodologies, and rights to sue for past infringement thereof ("Trade Secrets");

f. all other similar intangible assets; and

g. all rights corresponding to the foregoing throughout the world.

EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, ALL PURCHASED ASSETS ASSIGNED HEREUNDER ARE CONVEYED "AS IS", "WHERE IS" AND "WITH ALL FAULTS," WITHOUT REPRESENTATION, RECOURSE, OR WARRANTY, AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, ASSIGNOR AND ITS AFFILIATES AND THEIR RESPECTIVE RELATED PERSONS HAVE MADE NO REPRESENTATION OR WARRANTY CONCERNING (I) ANY USE TO WHICH THE ASSIGNED PURCHASED ASSETS MAY BE PUT, (II) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE OR SALE OF THE ASSIGNED PURCHASED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES, (III) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES OR RELATED PERSONS, OR (IV) THE CONDITION OF THE ASSIGNED PURCHASED ASSETS.

2. Assumption of Obligations. In accordance with and subject to the terms of the Purchase Agreement, Assignee hereby (a) accepts the Assignment, (b) assumes and agrees to honor, pay and discharge when due all of the Assumed Liabilities, and (c) assumes and agrees to observe and perform all of the obligations and duties of Assignor under the assigned Purchased Assets arising with respect to the period from and after the date of this Agreement. The Assignment shall relieve the Assignor and the estate from any Liability under the assigned Purchased Assets, whether arising before or after the date of this Agreement. Assignee agrees that Assignor shall have no further liability or obligations with respect to the assigned Purchased Assets pursuant to Section 365(k) of the Bankruptcy Code. Assignee shall indemnify and defend Assignor, its successors or assigns, and its Affiliates, (the "Assignor Indemnitees") against, and shall hold each of them harmless from and against, and any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers incurred or sustained by, or imposed upon, the Assignor Indemnitees based upon, arising out of, with respect to or by reason of the Assumed Liabilities related to the period from and after the Closing Date.

3. Further Assurances. Assignor and Assignee hereby agree that Steve Heisner, in his capacity as Director of Administration of Assignor, and in his future capacity as Director of Administration of Assignee, or his successor at Assignee, shall be authorized to perform such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to fully effectuate this Assignment.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. The covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern, except that, for the avoidance of doubt, Assignee's obligations and covenants regarding this assumption and the liabilities assumed hereunder shall survive indefinitely, subject only to any applicable statute of limitations. Further, nothing herein shall create any future or ongoing obligations of Assignor which do not exist under the Purchase Agreement or which are terminated, expire, or were required to be performed under the Purchase Agreement prior to or as of Closing.

5. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement. No third party shall have any right, independent of any right which may exist irrespective of this Agreement, under or granted by this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR: **DIPPIN' DOTS, INC., an Illinois corporation**

By: _____
Greg Charleston, Chief Restructuring Officer

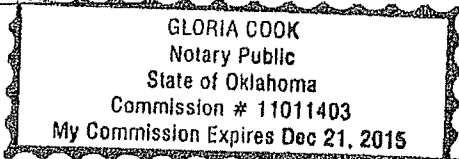
STATE OF Oklahoma

COUNTY OF Oklahoma

This instrument was acknowledged before me on May 17th, 2012, by Stephen S. Fischer as President of DIPPIN' DOTS, L.L.C.

Gloria Cook
Notary Public
Commissioner No.: 11011403

My Commission Expires: 12/21/2015



ASSIGNEE: **DIPPIN' DOTS, L.L.C., an Oklahoma limited liability company**

By: Stephen S. Fischer
Stephen S. Fischer, President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on May ____, 2012, by Stephen S. Fischer as President of DIPPIN' DOTS, L.L.C.

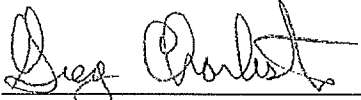
My Commission Expires: _____

Notary Public
Commissioner No.: _____

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

ASSIGNOR:

DIPPIN' DOTS, INC., an Illinois corporation

By: 
Greg Charleston, Chief Restructuring Officer

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on May ___, 2012, by Greg Charleston as Chief Restructuring Officer of DIPPIN' DOTS, INC.

My Commission Expires:

Notary Public
Commissioner No.: _____

ASSIGNEE:

DIPPIN' DOTS, L.L.C., an Oklahoma limited liability company

By: _____
Stephen S. Fischer, President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on May ___, 2012, by Stephen S. Fischer as President of DIPPIN' DOTS, L.L.C.

My Commission Expires:

Notary Public
Commissioner No.: _____

EXHIBIT C

Trademarks

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

| Trademark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|---------------------------------|------------|-----------|-------------|----------|------------|
| DOGGIE DOTS | Pending | 85/437829 | 10/3/2011 | | |
| DOTS 'N CREAM DECADENCE | Pending | 85/529687 | 1/31/2012 | | |
| D'LIGHTFUL TWIST | Pending | 85/294375 | 4/13/2011 | | |
| D'LIGHTFUL CHOCOLATE | Pending | 85/294345 | 4/13/2011 | | |
| DIPPIN' DOTS 2GO | Pending | 85/263115 | 3/10/2011 | | |
| DIPPIN' POPS | Pending | 85/238886 | 2/10/2011 | | |
| CHILLIN' AT FORTY BELOW ZERO | Pending | 77/786193 | 7/21/2009 | | |
| DIPPIN' CANDY | Registered | 85/238877 | 2/10/2011 | 4047054 | 10/25/2011 |
| WANGO RAINBO | Registered | 85/106358 | 8/12/2010 | 3938040 | 3/29/2011 |
| COFFEE OF THE FUTURE | Registered | 85/092477 | 7/26/2010 | 3937515 | 3/29/2011 |
| DIPPIN' DOTS ICE CREAM & DESIGN | Registered | 78/761787 | 11/28/2005 | 3212694 | 2/27/2007 |
| CHERRYBERRY ICE | Registered | 78/688882 | 8/9/2005 | 3462278 | 7/8/2008 |
| FROZEN FROM THE INSIDE OUT | Registered | 78/662101 | 6/30/2005 | 3753331 | 2/23/2010 |
| DOTWICH | Registered | 78/656243 | 6/22/2005 | 3095740 | 5/23/2006 |
| DOTS 'N CREAM | Registered | 78/608770 | 4/14/2005 | 3066863 | 3/7/2006 |
| DIPPIN' STIX | Registered | 78/479690 | 9/7/2004 | 3092344 | 5/16/2006 |
| DESIGN ONLY | Registered | 78/114682 | 3/13/2002 | 2756102 | 8/26/2003 |
| DESIGN ONLY | Registered | 78/114635 | 3/13/2002 | 2756101 | 8/26/2003 |
| DOTMAN | Registered | 78/093046 | 11/13/2001 | 2768175 | 9/23/2003 |
| CLUSTERZ | Registered | 77/846719 | 10/12/2009 | 3979697 | 6/14/2011 |
| SMACK PACK | Registered | 77/803158 | 8/12/2009 | 3962508 | 5/17/2011 |
| SMACK IT, THEN SNACK IT! | Registered | 77/801196 | 8/10/2009 | 3951595 | 4/26/2011 |
| SPOT'S DOTS | Registered | 77/935792 | 2/15/2010 | 3896370 | 12/28/2010 |
| 0 40° & DESIGN | Registered | 77/776654 | 7/8/2009 | 3751746 | 2/23/2010 |
| FORTY BELOW ZERO CLUB | Registered | 77/776384 | 7/8/2009 | 3754234 | 3/2/2010 |
| DIPPIN' DOTS ROCK | Registered | 77/578468 | 9/25/2008 | 3615489 | 5/5/2009 |
| DIPPIN' DOTS (STYLIZED) | Registered | 77/565743 | 9/9/2008 | 3580467 | 2/24/2009 |
| SPOOKIES 'N CREAM | Registered | 77/525001 | 7/17/2008 | 3729385 | 12/22/2009 |
| VANILLA OVER THE RAINBOW | Registered | 77/364259 | 1/4/2008 | 3607087 | 4/14/2009 |
| WILD ABOUT CHOCOLATE | Registered | 77/354932 | 12/18/2007 | 3607032 | 4/14/2009 |
| MINI MINT | Registered | 77/282485 | 9/18/2007 | 3497379 | 9/2/2008 |
| ALL 'ROUND ICE CREAM FUN | Registered | 77/273183 | 9/6/2007 | 3857218 | 10/5/2010 |
| DOT QUAKE | Registered | 77/178831 | 5/11/2007 | 3781539 | 4/27/2010 |
| ORBLETS | Registered | 77/172804 | 5/4/2007 | 3581145 | 2/24/2009 |
| FORTY BELOW JOE | Registered | 77/083003 | 1/15/2007 | 3894147 | 12/21/2010 |

| Trademark | Status | App. No. | Filing Date | Reg. No. | Reg. Date |
|---|------------|-----------|-------------|----------|------------|
| DOT DELICACIES | Registered | 76/617526 | 10/26/2004 | 3083337 | 4/18/2006 |
| DIPPIN' DOTS | Registered | 76/611547 | 9/10/2004 | 3043871 | 1/17/2006 |
| ROCKIN' RAINBOW | Registered | 76/598059 | 6/15/2004 | 3037283 | 1/3/2006 |
| SOLAR FREEZE | Registered | 76/129752 | 9/14/2000 | 2721967 | 6/3/2003 |
| DESIGN ONLY | Registered | 76/046320 | 5/10/2000 | 2592558 | 7/9/2002 |
| DIPPIN' DOTS ICE CREAM OF THE FUTURE & DESIGN | Registered | 75/897425 | 1/6/2000 | 2543917 | 3/5/2002 |
| DIPPIN' DOTS ICE CREAM OF THE FUTURE & DESIGN | Registered | 75/303020 | 6/4/1997 | 2156908 | 5/12/1998 |
| FROZEN-DOTS-OF-FUN | Registered | 75/064842 | 2/28/1996 | 2025721 | 12/24/1996 |
| ARCTIC DOTS | Registered | 74/721696 | 8/28/1995 | 1987240 | 7/16/1996 |
| DIPPIN' DOTS ICE CREAM OF THE FUTURE & DESIGN | Registered | 74/489780 | 2/14/1994 | 1874395 | 1/17/1995 |
| SPACE DOTS | Registered | 74/412558 | 7/15/1993 | 1831708 | 4/19/1994 |
| ICE CREAM OF THE FUTURE | Registered | 74/311703 | 9/8/1992 | 1769015 | 5/4/1993 |
| DIPPIN DOTS | Registered | 73/767437 | 12/5/1988 | 1551183 | 8/8/1989 |