

## TRADEMARK ASSIGNMENT

Electronic 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
BACK TO BASICS PRODUCTS, LLC		07/22/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	FOCUS PRODUCTS GROUP, LLC		
Street Address:	120 Lakeview Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3112667	BACK TO BASICS	
CORRESPONDENCE DATA			
Fax Number:	3122220818		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-222-0800		
Email:	chiipdocket@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	180 N. Stetson Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	022693-9039-02		
NAME OF SUBMITTER:	Martin L. Stern		
Signature:	/martin l. stern/		

OP \$40.00 3112667

Date:

06/13/2012

**Total Attachments: 3**

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**ASSIGNMENT OF TRADEMARKS**

WHEREAS, BACK TO BASICS PRODUCTS, LLC, an Illinois limited liability company having offices located at 120 Lakeview Parkway, Vernon Hills, IL 60061 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and applications and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, FOCUS PRODUCTS GROUP, LLC, an Illinois limited liability company having offices located at 120 Lakeview Parkway, Vernon Hills, IL 60061 ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and applications and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, opposition, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications and registrations therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications and registrations therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and applications and registrations therefor listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, Two Prudential Plaza, 180 N. Stetson Ave., Suite 2000, Chicago, Illinois 60601, USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks, trademark applications or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of July 22, 2009.

BACK TO BASICS PRODUCTS, LLC

By: David R. Beine  
Name: DAVID R. BEINE  
Title: VICE PRESIDENT & GENERAL COUNSEL

Dated: July 22, 2009

STATE OF Wisconsin )  
COUNTY OF Washington ) ss.

I, Lori L. Wrobel, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified limited liability company with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 22 day of July, 2009

Lori L. Wrobel  
Notary Public  
Expires July 29, 2012

## SCHEDULE A

U.S.

Mark	Country	App. No.	Reg. No.
BACK TO BASICS	US	76/357784	2870826
BACK TO BASICS	US	78/362630	3112667
BACK TO BASICS & DESIGN	US	76/444054	3184176
BACK TO THINGS THAT WORK	US	78/362653	2925312
BETTER THAN A BLENDER	US	78/362690	2923331
BLENDER SOLUTION	US	78/606381	3137196
CHEFSCAPE	US	77/047862	3419183
CHEFSCAPE	US	77/047863	3423587
COCOA-LATTE	US	78/294018	2973685
COFFEE SOLUTION	US	78/702717	3202937
EGG & MUFFIN TOASTER	US	78/606396	3214230
LICKETY SIP	US	78/362659	2965088
MY SNOW CONE STAND	US	78/362672	2994526
PEEL-AWAY	US	76/357639	2656368
SMOOTHIE BLAST	US	78/616377	3131233
SMOOTHIE CHARGERS	US	76/409091	2795803
SMOOTHIE CHILL	US	78/431811	3096579
SMOOTHIE CLASSIC	US	78/616387	3146868
SMOOTHIE ELITE	US	78/024754	2972567
SMOOTHIE ELITE	US	76/272584	2809728
SMOOTHIE FREEZE	US	78/606391	3226085
SMOOTHIE JR.	US	78/252240	2943003
SMOOTHIE PLUS 600	US	78/362678	2966721
SMOOTHIE PLUS 700	US	78/362642	2985179
SMOOTHIE SIGNATURE	US	78/606388	3209680
SNOW SHREDDER	US	78/362620	3091071
SNOW SHREDDER	US	78/362627	3121525
SOHO	US	78/720519	3218943
SOHO	US	78/720528	3216549
SOHO	US	78/866703	3396294
THE MIX	US	78/866701	3287122

## FOREIGN

Mark	Country	App. No.	Reg. No.
BACK TO BASICS	Australia	1014411	1014411
BACK TO BASICS	Canada	1225873	648482
BACK TO BASICS	China	5881512	
BACK TO BASICS	China	5881511	
BACK TO BASICS	China	5881510	
BACK TO BASICS	Mexico	670404	885988
BACK TO BASICS	Mexico	720021	936790
BACK TO BASICS	Mexico	720022	930520
BACK TO BASICS	Mexico	720025	898397
BACK TO BASICS	New Zealand	716523	716523
BACK TO BASICS	Switzerland	55262/2004	528668
COCOA-LATTE	China	5881515	
SOHO	Canada	1314568	706250