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
Tropical Smoothie Franchise Development Corporation		08/16/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Tropical Smoothie Cafe, LLC
Street Address:	7000 Peachtree Dunwoody Rd., Building 2, 3rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3287599	EAT BETTER. FEEL BETTER.
Registration Number:	3517255	EAT BETTER. FEEL BETTER.
Registration Number:	3613114	NATIONAL FLIP FLOP DAY
Registration Number:	3524696	SPLENDID SMOOTHIES
Registration Number:	2103370	TROPICAL SMOOTHIE
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85031760	NATIONAL SMOOTHIE DAY
Serial Number:	85604771	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85604770	TROPICAL SMOOTHIE CAFÉ
Serial Number:	85667200	TROPICAL TACOS

OP $315.00 3287599

CORRESPONDENCE DATA

Fax Number:	4043226084

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

Phone:	4043226179
Email:	christina.allen@nelsonmullins.com
Correspondent Name:	Christina Allen
Address Line 1:	201 17th Street, Suite 1700
Address Line 4:	Atlanta, GEORGIA 30363

NAME OF SUBMITTER:	Holly Stroud
Signature:	/Holly Stroud/
Date:	08/16/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **Trademark Assignment** (this "Assignment"), dated as of August 16, 2012, is between Tropical Smoothie Café, LLC, a Georgia limited liability company ("***Assignee***"), and Tropical Smoothie Franchise Development Corporation, a Florida corporation ("***Assignor***").

WHEREAS, Assignor owns certain registered and unregistered trademarks (the "Trademarks"), including, but not limited to, the trademarks described in Exhibit A of this Assignment; and

WHEREAS, Assignee, Assignor and the other parties thereto are parties to the Unit Purchase and Contribution Agreement (the "Purchase Agreement") dated as of the date of this Assignment. The Purchase Agreement provides for the Assignor to contribute substantially all assets of Assignor to Assignee in consideration of Assignee's assumption of the certain liabilities and other consideration.

Accordingly, the parties agree as follows:

(1) **Assignment.** Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

(2) **Further Actions.** Assignor shall execute all documents and take all other actions necessary or reasonably requested by Assignor to assign all the rights, title and interest in and to the Marks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles.

(4) **Terms of the Purchase Agreement.** This Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. To the extent any conflict exists between any of the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

[*Signatures on the following page.*]

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

TROPICAL SMOOTHIE FRANCHISE DEVELOPMENT CORPORATION

By: _____
Name: ERIC JENRICH
Title: CEO

TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Name:
Title:

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

TROPICAL SMOOTHIE FRANCHISE DEVELOPMENT CORPORATION

By: _____
Name:
Title:

TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Name: MIKE ROTONDO
Title: CEO

Signature Page to Trademark Assignment

EXHIBIT A

TRADEMARK SCHEDULE

Country	Mark	Filing Date	App. No./Reg. No.
Canada	Tropical Smoothie Café and Design	03-Jul-2002 28-Sep-2005	1145814 TMA649181
India	Eat Better. Feel Better.	15-Jan-2007	01523724
India	Tropical Smoothie	15-Jan-2007	01523727
India	Tropical Smoothie Café	15-Jan-2007	01523725
India	Tropical Smoothie Café and Design	15-Jan-2007	01523726
USA	Eat Better. Feel Better.	22-Nov-2006 04-Sep-2007	77/050119 3287599
USA	Eat Better. Feel Better. and Design	27-Mar-2007 14-Oct-2008	77/141571 3517255
USA	National Flip Flop Day	09-Jul-2007 28-Apr-2009	77/224824 3613114
USA	Splendid Smoothies	22-Nov-2006 28-Oct-2008	77/050012 3524696
USA	Tropical Smoothie	15-Oct-1996 07-Oct-1997	75/181290 2103370
USA	Tropical Smoothie Café'	27-Jan-2003 12-Oct-2004	76/485193 2892598
USA	Tropical Smoothie Café and Design (Black & White)	13-Jun-2002 16-Sep-2003	76/420094 2763722
USA	Tropical Smoothie Cafe and Design (Color)	18-Nov-2003 18-Jun-2005	78/329739 2918995
USA	National Smoothie Day	06-May-2010	85/031760
USA	Tropical Smoothie Café (Curved Stylized)	22-Apr-2012	85/604,771
USA	Tropical Smoothie Café (Straight Stylized)	22-Apr-2012	85/604,770
USA	Tropical Tacos	02-Jul-2012	85/667,200