

## 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
O'Lala Foods Inc.		08/29/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Societe des Produits Nestle S.A.		
Street Address:	Case Postale 353		
City:	Vevey		
State/Country:	SWITZERLAND		
Postal Code:	1800		
Entity Type:	societe anonyme: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2849729	CHOCO'LA	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-104607		
DOMESTIC REPRESENTATIVE			
Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		

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Address Line 2: Thompson Coburn LLP  
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Thomas A. Polcyn
Signature:	/TAP/
Date:	09/10/2012
Total Attachments: 1 source=assignment#page1.tif	

Exhibit 1

TRADEMARK ASSIGNMENT

WHEREAS, O'Lala Foods Inc., a corporation organized under the laws of the State of Illinois having an address of 4132 Cove Lane, Suite A, Glenview Illinois 60025 ("O'Lala") is owner of the mark CHOCO'LA for *chocolate products, namely bars, candy, and chewing gum* (the "Mark") and U.S. Trademark Registration No 2,849,729 (the "Registration") therefor; and

WHEREAS, Société des Produits Nestlé S.A., a societe anonyme organized and existing under the laws of Switzerland, with an address of Case Postale 353, Vevey, 1800, Switzerland ("Nestlé"), is desirous of acquiring all of O'Lala's right, title and interest in and to the Mark and Registration.

NOW THEREFORE, in view of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. O'Lala has, and hereby does, sell, assign and transfer unto Nestlé the entire right, title and interest in and to the Mark and Registration, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Nestlé its successors and assigns, as fully and entirely as the same would have been held and enjoyed by O'Lala had no sale and assignment been made.

2. O'Lala further agrees to execute such further documents reasonably required by Nestlé secure and enforce the rights granted to Nestlé under this Assignment.

UNDERSTOOD, AGREED and ACCEPTED.

**O'Lala Foods Inc.**

By:



Michael Gurin, President

August 29, 2012

Date