

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of License		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Two Feet Up, Inc.		12/01/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Laco, Inc.		
Street Address:	P.O. Box 2828		
City:	Cookeville		
State/Country:	TENNESSEE		
Postal Code:	38502-2828		
Entity Type:	CORPORATION: WYOMING		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	72206462	SOPHIE MAE	
Serial Number:	78723070	SOPHIE MAE	
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:	2485668504		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Michael A. Lisi - Honigman Miller et al		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	216253-126591		
NAME OF SUBMITTER:	Michael A. Lisi		
Signature:	/Michael A. Lisi/		

CH \$65.00 72206462

TRADEMARK

Date:

01/07/2013

Total Attachments: 7

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TERMINATION AGREEMENT

This Termination Agreement ("**Agreement**"), effective as of December 1, 2012 (the "**Effective Date**"), is by and between Laco, Inc., a Wyoming corporation with an address at P.O. Box 2828, Cookeville, Tennessee 38502-2828 ("**Laco**"), Two Feet Up, Inc., a Michigan corporation with an address at c/o JMK, Inc., 100 Maple Park Boulevard, Suite 135, St. Clair Shores, Michigan 48081 ("**TFU**"), and Value Quest Foods, LLC, a Michigan limited liability company with an address at 3399 Peachtree Road NE, Suite 535, Atlanta, GA 30326 ("**VQ**"). Laco, TFU and VQ are each separately referred to as a "**Party**," and together as the "**Parties**."

WHEREAS, under an *Agreement of Sale and Purchase* dated June 26, 2009 ("**Purchase Agreement**"), as amended by a certain *First Amendment to Agreement of Sale and Purchase*, dated as of July 9, 2009 ("**First Amendment**"), Laco agreed to sell and TFU agreed to purchase the "**Brand**" as detailed in Exhibit A, attached.

WHEREAS, under a certain *Assignment and Assumption Agreement* dated June 26, 2010, TFU assigned to VQ and VQ assumed all rights and obligations under the ASP and First Amendment, and Laco consented to the same (the "**AAA Agreement**");

WHEREAS, the Purchase Agreement, First Amendment and AAA Agreement shall be referred to collectively as the "**Brand Agreements**."

WHEREAS, the Parties executed *Memorandum of License Agreement for use of Sophie Mae Brand* dated June 26, 2009 in connection with the Purchase Agreement (the "**Memorandum**") and the same was recorded by TFU in the U.S. Patent and Trademark Office ("**USPTO**") and the Canada Intellectual Property Office ("**CIPO**") against trademark assets comprising portions of the Brand. Further, TFU has recorded UCC-1s with the State of Tennessee and the State Michigan (the "**UCC-1s**");

WHEREAS, VQ has sold small amounts of licensed products bearing the Brand and the sum of \$945.93 has been paid to Laco as a result (the "**Installment Payments**"); and

WHEREAS, the Parties wish to terminate the Brand Agreements and the license granted to use the Brand thereunder, and to cooperate in restoring the Brand to Laco as described herein.

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

1. Duties of VQ. Within 30 days of the Effective Date, VQ shall:

a) submit copies of this Agreement for recordal with the USPTO, the CIPO [and the Copyright Office], and submit UCC-3 termination statements to the States of Tennessee and Michigan to terminate the UCC-1s. VQ shall furnish copies of the official recordal confirmations in each case to VQ promptly upon receipt of the same;

b) take all steps necessary to transfer the domain names <smcandy.com>, <sophiemaecandy.com> and <sophemaecandy.net> to Laco; and

c) deliver to Laco, or destroy (and certify the same to Laco) any tangible documents comprising the Brands as delivered by Laco to TFU and/or VQ under the Brand Agreements and still within the possession or control of VQ or TFU.

2. Destruction of Escrowed Assignments. Laco, TFU and VQ each hereby instruct David Rader, Esq. to destroy the executed assignment agreements held by him on their behalf under the Brand Agreements.

3. Termination. The Brand Agreements are hereby terminated as of the Effective Date and shall be of no further force and effect. Except for the promises set forth in this Agreement, Laco on the one hand and TFU and VQ shall have no further liability, responsibility or liability to the other under the Brand Agreements.

4. Mutual Releases.

a) Subject only to the terms set forth in Section 1 above, Laco does hereby for itself, and for any of its licensees, or the corporate parents, affiliates and subsidiaries of Laco, and any of their shareholders, owners directors, officers, employees, agents, attorneys, successors and assigns, release and discharge VQ and TFU and their respective corporate parents, affiliates and subsidiaries, and all of their owners, members, directors, officers, shareholders, employees, customers, agents, attorneys, successors and assigns, of and from any and all manner of action, claims, causes of action, losses, injuries, debts, defenses, sums of money, accounts, controversies, torts, agreements, obligations, promises, rights, damages, orders, judgments and demands, whatsoever, in law or equity, based on any fact which exists as of the Effective Date and relates to the subject matter of this Agreement.

b) VQ and TFU each does hereby for itself, and for any of their respective corporate parents, affiliates and subsidiaries, and any of their directors, officers, employees, agents, attorneys, successors and assigns, release and discharge Laco, their licensees, and their corporate parents, affiliates and subsidiaries, and all of their owners, directors, officers, shareholders, employees, customers, agents, attorneys, successors and assigns, of and from any and all manner of action, claims, causes of action, losses, injuries, debts, defenses, sums of money, accounts, controversies, agreements, promises, rights, damages, orders, judgments and demands, whatsoever, in law or equity, based on any fact which exists as of the Effective Date and relates to the subject matter of this Agreement.

5. Miscellaneous.

a) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

b) Integration. This Agreement shall be the final and complete agreement between Parties with respect to the subject matter hereof. No representations, inducements, promises or understandings in relation to the subject matter hereof, whether oral or written, exist except as expressly set forth herein, and this Agreement shall supersede all prior understandings, agreements, contracts or arrangements between the Parties, whether oral or written, unless otherwise expressly incorporated herein. No agreement or other understanding purporting to add to or to modify the terms and conditions hereof shall be binding unless agreed to by the Parties in writing.

c) Interpretation. The section headings contained herein are solely for reference, are not part of the agreement of the parties, and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Michigan. Any dispute shall be resolved in the courts of competent jurisdiction of Michigan. In any such dispute, the prevailing party shall be reimbursed for its costs and expenses including reasonable attorney fees.

d) Modifications, Amendment, or Waivers. Except as otherwise provided herein, provisions of this Agreement may be modified, amended or waived only by a written document specifically identifying this Agreement and signed by a duly authorized executive officer of each of the Parties.

e) Further Assurances. VQ and/or TFU shall promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be requested by Laco to restore, vest, secure, perfect, protect or enforce the rights and interests of Laco in and to the Brand as contemplated herein.

f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement, to be effective as of the Effective Date.

LACO, INC.

TWO FEET UP, INC.

By: James Lacey
Title: Pres.

By: Jan K. Swell 12.28.12
Title: President

VALUE QUEST FOODS, LLC




By: Jan K. Swell 12.28.12
Title: CEO

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Exhibit A

The Brand and all of the following items related thereto:

- The name "Sophie Mae" and all assumed or fictional business names, trade names and logos relating thereto, as well as all confidential or propriety information, customer lists (past and current), to the extent such customer lists are in the possession of Seller, and software and all advertising or promotional material and all rights in any internet web site and any web domains or related technology.
- Any and all patents, patent applications, books, records and other intellectual property rights now existing or existing in the future.
- All products related to the Sophie Mae Brand.
- All agreements, licenses and documents associated with the Brand.
- Good Will associated with the Brand.
- Trade secrets and Recipes to the extent such recipes are in the possession of Seller.
- Telephone numbers (If any).
- Trade Marks, Service Marks, designs and copyrights, including the following:

Mark	Register	Reg. No.	Class / Goods	Status
	USPTO	3180152	(INT. CL. 29) HONEY TOASTED PEANUTS (INT. CL. 30) CANDY; PEANUT BRITTLE; COCONUT BRITTLE; CASHEW BRITTLE	Registered
	USPTO	0808599	(INT. CL. 30) PEANUT BRITTLE, COCONUT BRITTLE, AND CASHEW CRUNCH	Registered
	CIPO	TMA542809	(INT. CL. 30) Candy. (INT. CL. 31) Sugar toasted peanuts, peanut brittle, coconut brittle, and cashew crunch.	Registered

Work / Title	Register	Record No. / Date
Sophie Mae Peanut brittle, trial size 5 oz., folding carton	U.S. Copyright Office	VA0000210098 9/18/1985
The Story of Sophie Mae & 5 other titles	U.S. Copyright Office	V2527P320-323 3/19/1990
Sophie Mae Peanut brittle, 8 oz.	CIPO	

Title	Full Title	Copyright Number	Date
Sophie Mae honey roasted peanuts, 8 oz. (package design)	Sophie Mae honey roasted peanuts, 8 oz. (package design) VA 210-099 (1985)	V2529P285	1990
Sophie Mae honey roasted peanuts, 8 oz. (package design)	Sophie Mae honey roasted	V2529P281	1990

Title	Full Title	Copyright Number	Date
design)	peanuts, 8 oz. (package design) VA 210-099 (1985)		
Sophie Mae Honey roasted peanuts, 8 oz / VA 210-099 (1985)	Sophie Mae Honey roasted peanuts, 8 oz / VA 210-099 (1985)	V2527P316	1990
Sophie Mae Honey roasted peanuts : net wt. 8 oz., 225 g.	Sophie Mae Honey roasted peanuts : net wt. 8 oz., 225 g.	VA0000210099	1985
Sophie Mae Peanut brittle, 5 oz. & 2 other titles.	Sophie Mae Peanut brittle, 5 oz. & 2 other titles.	V2527P316	1990
Sophie Mae peanut brittle, 5 oz. (package design)	Sophie Mae peanut brittle, 5 oz. (package design) VA 210-098 (1985)	V2529P281	1990
Sophie Mae peanut brittle, 5 oz. (package design)	Sophie Mae peanut brittle, 5 oz. (package design) VA 210-098 (1985)	V2529P285	1990
Sophie Mae Peanut brittle, 5 oz / VA 210-098 (1985)	Sophie Mae Peanut brittle, 5 oz / VA 210-098 (1985)	V2527P316	1990
Sophie Mae peanut brittle, 8 oz. (package design)	Sophie Mae peanut brittle, 8 oz. (package design) VA 210-100 (1985)	V2529P285	1990
Sophie Mae peanut brittle, 8 oz. (package design)	Sophie Mae peanut brittle, 8 oz. (package design) VA 210-100 (1985)	V2529P281	1990
Sophie Mae Peanut brittle, 8 oz / VA 210-100 (1985)	Sophie Mae Peanut brittle, 8 oz / VA 210-100 (1985)	V2527P316	1990
Sophie Mae peanut brittle / KK95410 (1953)	Sophie Mae peanut brittle / KK95410 (1953)	V2529P285	1990
Sophie Mae peanut brittle / KK95410 (1953)	Sophie Mae peanut brittle / KK95410 (1953)	V2529P281	1990
Sophie Mae peanut brittle / KK99456 (1956)	Sophie Mae peanut brittle / KK99456 (1956)	V2529P285	1990
Sophie Mae peanut brittle / KK99456 (1956)	Sophie Mae peanut brittle / KK99456 (1956)	V2529P281	1990
Sophie Mae peanut brittle / KK99457 (1954)	Sophie Mae peanut brittle / KK99457 (1954)	V2529P285	1990
Sophie Mae peanut brittle / KK99457 (1954)	Sophie Mae peanut brittle / KK99457 (1954)	V2529P281	1990
Sophie Mae Peanut brittle / KK99457 (1954)et al.	Sophie Mae Peanut brittle / KK99457 (1954)et al.	V2527P320	1990
Sophie Mae Peanut brittle : net wt. 8 oz., 225 g.	Sophie Mae Peanut brittle : net wt. 8 oz., 225 g.	VA0000210100	1985
Sophie Mae Peanut brittle, trial size : net wt. 5 oz., 140 g.	Sophie Mae Peanut brittle, trial size : net wt. 5 oz., 140 g.	VA0000210098	1984
All other works of authorship in SOPHIE MAE brand packages, labels, print, television, radio and electronic advertisements, catalogs, brochures and other advertising and promotional materials	n/a	n/a	n/a

Domain Name Registrations
SOPHIEMAECANDY.COM
SOPHIEMAECANDY.NET
SMCANDY.COM

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