

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
Kahala Franchise Corp.		12/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cold Stone Creamery, Inc.
Street Address:	9311 E. Via de Ventura
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85258
Entity Type:	CORPORATION: ARIZONA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3606053	ALL LOVIN' NO OVEN
Registration Number:	3606052	THAT'S HOW I ROLL
Registration Number:	3606051	THE PIE WHO LOVED ME
Registration Number:	3619308	COOKIE MINTSTER
Registration Number:	3619304	PEANUT BUTTER CUP PERFECTION
Registration Number:	3619300	COOKIE DOUGHN'T YOU WANT SOME
Registration Number:	3594831	STRAWBERRY BANANA RENDEZVOUS
Registration Number:	3597903	BANANA CARAMEL CRUNCH
Registration Number:	3580400	OUR STRAWBERRY BLONDE
Registration Number:	3580399	CHOCOLATE DEVOTION

CORRESPONDENCE DATA

Fax Number: 4803624816  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$265.00 3606053

Email: rlmitchell@kahalamgmt.com  
Correspondent Name: Renee Mitchell  
Address Line 1: 9311 E. Via de Ventura  
Address Line 4: Scottsdale, ARIZONA 85258

ATTORNEY DOCKET NUMBER:	COLD STONE CREAMERY, INC.
NAME OF SUBMITTER:	Renee Mitchell
Signature:	/Renee Mitchell/
Date:	01/11/2013

Total Attachments: 3  
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source=2013-01-11 Assignment Agreement --KFC (US)#page3.tif

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made effective as of December 31, 2011 ("Effective Date"), by and between KAHALA FRANCHISE CORP., a Delaware corporation ("ASSIGNOR"), and COLD STONE CREAMERY, INC., an Arizona corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks listed in "Exhibit A", attached hereto and incorporated by reference herein (individually and collectively, "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks.

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

**KAHALA FRANCHISE CORP.**, a Delaware corporation

By: 

Name: Kevin Blackwell

Its: Chief Executive Officer

**ASSIGNEE:**

**COLD STONE CREAMERY, INC.**, an Arizona corporation

By: 

Name: David Guarino

Its: President, Secretary and Treasurer

**EXHIBIT A**

**Schedule of Trademarks and Intellectual Property**

<u>TRADEMARK/ SERVICEMARK</u>	<u>SERIAL No./ REG. No.</u>	<u>STATUS</u>	<u>FILING DATE/ REGISTRATION DATE</u>
ALL LOVIN' NO OVEN	3,606,053	Registered	April 14, 2009
THAT'S HOW I ROLL	3,606,052	Registered	April 14, 2009
THE PIE WHO LOVED ME	3,606,051	Registered	April 14, 2009
COOKIE MINTSTER	3,619,308	Registered	May 12, 2009
PEANUT BUTTER CUP PERFECTION	3,619,304	Registered	May 12, 2009
COOKIE DOUGHN'T YOU WANT SOME	3,619,300	Registered	May 12, 2009
STRAWBERRY BANANA RENDEZVOUS	3,594,831	Registered	March 24, 2009
BANANA CARAMEL CRUNCH	3,597,903	Registered	March 31, 2009
OUR STRAWBERRY BLONDE	3,580,400	Registered	February 24, 2009
CHOCOLATE DEVOTION	3,580,399	Registered	February 24, 2009