

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Enterprises, Inc.		01/18/2013	CORPORATION: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	EP-MN-WS3C, 60 Livingston Avenue
<b>City:</b>	St. Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55107-1419
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 150**

Property Type	Number	Word Mark
Registration Number:	4034006	
Registration Number:	1127938	
Registration Number:	1039931	
Registration Number:	3774048	
Registration Number:	4211528	24 KARAT CARROT CAKE
Serial Number:	85715794	2ND STREET CREAMERY
Registration Number:	4203757	2ND ST. CREAMERY SUPER PREMIUM ICE CREAM
Registration Number:	3660244	ASPEN
Serial Number:	85753183	BECAUSE THE BEST WISH ISN'T JUST THE ONE YOU MAKE, IT'S THE ONE YOU GIVE
Registration Number:	3791458	BIG ALASKA
Registration Number:	2031929	BIG BOPPER
Registration Number:	3310182	BIG DIPPER
Registration Number:	3001078	BIG DOUBLE STRAWBERRY
Registration Number:	1892725	BIG MISSISSIPPI MUD

**TRADEMARK**

**900245085**

**REEL: 004948 FRAME: 0455**

**CH \$3765.00 4034006**

Registration Number:	1882388	BIG NEAPOLITAN
Registration Number:	3779687	BIG SLICE
Registration Number:	4202514	BIG SLICE
Registration Number:	1918207	BIG VANILLA
Registration Number:	4203759	BLACK HILLS STRAWBERRY RHUBARB
Registration Number:	3205000	BLENDZ
Registration Number:	3793137	BLUE BUNNY
Registration Number:	1528443	BLUE BUNNY
Registration Number:	2243320	BLUE BUNNY WELLS
Registration Number:	2243321	BLUE BUNNY WELLS
Registration Number:	3396248	BLUE BUNNY WELLS
Registration Number:	3527496	BOMB POP
Registration Number:	0948643	BOMB POP
Registration Number:	2987275	BOMB POP
Registration Number:	2987276	BOMB POP
Registration Number:	1026325	BOMB POP, JR.
Registration Number:	1017720	BOMBSTIK
Registration Number:	3704400	BON PETITES
Registration Number:	4017982	BUNNY MONEY
Registration Number:	2478236	BUNNY TRACKS
Registration Number:	3311671	CAPPUCCINO FUDGE BLITZ
Registration Number:	3145574	CAPTAIN CANDI COTTON
Registration Number:	3145620	CARAMEL PECAN PASSION
Registration Number:	2913353	CASCADE
Registration Number:	2021396	CHAMP!
Registration Number:	2919044	CHERRY CHOCOLATE CASCADE
Registration Number:	2114408	CHILL
Registration Number:	2239774	CHIPS GALORE!
Registration Number:	3104015	CHOCOLATE BROWNIE EXTREME
Registration Number:	3748961	CHOCOLATE CHAMPION
Registration Number:	3875773	CHOCOLATE COOKIE CHAOS
Registration Number:	4071770	CHOCOLATE LOVERS TRIPLE CHOCOLATE CAKE
Registration Number:	3106851	CHOCOLATE MONSOON
Registration Number:	3176005	CHOCOLATE RASPBERRY OBSESSION
Registration Number:	3161994	CHOCOLATE SEDUCTION

**TRADEMARK**

**REEL: 004948 FRAME: 0456**

	1852520	CITRUS LITES
Registration Number:	1862670	CITRUS SNACKS
Registration Number:	3573864	COCOLATO
Registration Number:	3063306	COFFEE BREAK
Registration Number:	3189030	COFFEE TOFFEE KAHLUSION
Registration Number:	2917458	COLORADO RIVER RAPIDS
Registration Number:	3123207	COOKIE CRAZE
Registration Number:	3741622	COOKIE CREATIONS
Registration Number:	3055238	COOL DAZE
Registration Number:	1870729	COOL JUICE
Registration Number:	1861083	COOL TUBES
Registration Number:	3106868	COUNTRY RICH
Registration Number:	3297284	CREMETORTES
Registration Number:	1849522	CRUNCH BOMB
Registration Number:	4203756	CUP O'COFFEE CAKE
Registration Number:	3435974	DELICIOUSLY RICH & CREAMY!
Registration Number:	3435975	DELICIOUSLY RICH & CREAMY!
Registration Number:	3960629	DOUBLE FUDGE FRENZY
Registration Number:	3486047	DOUBLES
Registration Number:	2264930	DREAM BAR
Registration Number:	3791479	DURANGO
Registration Number:	3258358	FIZZ FACTOR
Registration Number:	4222651	FREEZY POPS
Registration Number:	2773702	FRIAZOS
Registration Number:	2136795	FRIO GRANDE
Registration Number:	3145587	FROZE TOES
Registration Number:	1331109	FROZFRUIT
Registration Number:	1799557	FUDGE BOMB
Registration Number:	3132400	GOIN' BANANAS
Registration Number:	3132401	GOIN' BANANAS
Registration Number:	3831950	GOOEY CHEWY TURTLE BROWNIE
Registration Number:	3003086	GOURMET FROZEN FRUIT BAR
Registration Number:	3357419	GUMBELIEVABLES
Registration Number:	3483075	HEALTH SMART
Registration Number:	2075920	HEALTH SMART

	1167538	HI LITE
Registration Number:	4080951	I DO! I DO! WEDDING CAKE
Registration Number:	1187029	JAZZBERRY
Registration Number:	3677721	JUST PEACHY
Registration Number:	3187921	JUST REWARDS
Registration Number:	3185968	KEY LIME MELTDOWN
Registration Number:	1945098	LEMON CHILL
Registration Number:	4203762	LIMERICK CHERRY CHOCOLATE
Registration Number:	4203760	MINT CHOCOLATE VICTORY!
Registration Number:	4151757	MINT CONDITION
Registration Number:	4043400	NATURALLY
Registration Number:	3185055	NEW YORK CHERRY CHEESECAKE
Serial Number:	85080319	NUTRIPLUS
Registration Number:	1909404	NUTT'N BETTER
Registration Number:	3057821	ORANGE DREAM
Registration Number:	3875694	PARLOR PIES
Registration Number:	3167687	PEACH MANGO PASSION
Registration Number:	3135501	PEANUT BRITTLE PERSUASION
Registration Number:	2832952	PEANUT BUTTER PANIC
Registration Number:	1144421	PEANUT STICK
Registration Number:	3040772	PECAN PASSION
Registration Number:	3145595	PERFECTLY PEPPERMINT
Registration Number:	3080859	PERSONALS
Registration Number:	3293762	POLAR POPS
Registration Number:	0926505	POLAR TREATS
Registration Number:	1946861	POLAR TREATS
Registration Number:	3637092	QUICK BLEND
Registration Number:	4069035	REAL ICE CREAM
Registration Number:	3201994	SCOOP TROOP
Registration Number:	3145576	SCOOPER HERO
Registration Number:	3875745	SCOOPS
Registration Number:	2232584	SCREAMERS
Registration Number:	3665915	SEDONA
Registration Number:	1790566	SLUSH POPS
Registration Number:	4148209	SNACK ATTACK

	3955078	SO GOOD IT SPEAKS FOR ITSELF
Registration Number:	3520573	SOUR WOWER
Registration Number:	4151675	SPLIT DECISION
Registration Number:	3065828	STAR BAR
Registration Number:	0975095	STAR STICK
Registration Number:	3170599	STIR CRAZY
Registration Number:	4075326	STRAWBERRIES ARE FOREVER SHORTCAKE
Registration Number:	1941953	SUNDAE CRUNCH
Registration Number:	3235881	SUPER CHUNKY COOKIE DOUGH
Registration Number:	3401751	SUPER FUDGE BROWNIE
Registration Number:	3467755	SUPERCHARGED BY NATURE!
Registration Number:	3478214	SUPERFRUIT
Registration Number:	3466783	SWEET FREEDOM
Registration Number:	2884475	SWEET FREEDOM
Registration Number:	3225795	SWEET FREEDOM SUPREMES
Registration Number:	4256521	SWEET OL' JOE
Registration Number:	3133981	SWIRL SENSATIONS
Registration Number:	3145575	THE CAKEINATOR
Registration Number:	4203761	TRUCK STOP FUDGE
Registration Number:	3254719	TRUFFLE PARADISE
Registration Number:	3147693	TURTLES N' CREAM
Registration Number:	3706982	TWIRLIX
Serial Number:	85564380	
Registration Number:	4203758	VANILLA #178
Registration Number:	3575291	VANILLA BELLA
Registration Number:	3132185	VANILLA STORM
Registration Number:	3791394	WATERMELON WHIRL
Registration Number:	1494418	WELLS'
Registration Number:	3922504	WELLS A FAMILY COMPANY SINCE 1913
Registration Number:	1823028	WHITE LEMON BOMB
Serial Number:	85670027	MINI SWIRLS

**CORRESPONDENCE DATA**

Fax Number: 8668265420

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

**TRADEMARK**  
**REEL: 004948 FRAME: 0459**

Phone: 301-638-0511  
Email: penelope@ipresearchplus.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue, Ste 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	506032(COS1-38344)
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/24/2013

Total Attachments: 22  
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Reference is made to the Lien Subordination and Intercreditor Agreement, dated as of January 18, 2013, among Wells Fargo Bank National Association, as agent for the ABL Secured Parties referred to therein; U.S. Bank National Association, as Noteholder Collateral Agent (as defined in the Intercreditor Agreement); Wells Enterprises, Inc. ("Enterprises"); and the Subsidiaries of Enterprises named therein (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Noteholder Collateral Agent (as defined in the Intercreditor Agreement) on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement (as defined below), the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18 day of January, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

#### W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture dated as of January 18, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among **WELLS ENTERPRISES, INC.**, an Iowa corporation (the "Company"), the Trustee and the Collateral Agent, the Company issued on the date hereof \$235,000,000 principal amount of 6.75% senior secured notes due 2020 (together with any Additional Notes issued from time to time under the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the execution, delivery and performance of the extensions of credit under the Indenture, the Notes and any Permitted Additional Parity Debt Agreement and each is therefore willing to enter into that certain Security Agreement, dated as of January 18, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any incon-



sistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 27 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Trademark Security Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**WELLS ENTERPRISES, INC.**

By: Robin L. Galloway  
Name: Robin Galloway  
Title: Senior Vice President-Finance, Chief  
Financial Officer and Treasurer

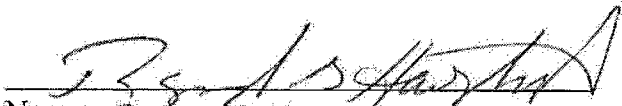
[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004948 FRAME: 0464**

**COLLATERAL AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**U.S. BANK NATIONAL ASSOCIATION, a  
national banking association**

By:   
Name: **Raymond S. Haverstock**  
Title: **Vice President**

[Trademark Security Agreement]

**TRADEMARK  
REEL: 004948 FRAME: 0465**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	App./Reg. Date	Class	App./Reg. No.
Design (Bomb Pop)	US	Registered October 4, 2011  Filed: December 1, 2010	25	SN:85-188483 RN:4,034,006
Design (Bomb Pop)	US	Filed: June 25, 1976  Registered: December 18, 1979	30	SN:73-091598 RN:1,127,938
Design (Bomb Pop)	US	Filed: May 26, 1972  Registered: May 18, 1976	30	SN:72-425635 RN:1,039,931
Design (Wells Blue Bunny)	US	Registered April 13, 2010  Filed: December 1, 2008	25, 28, 30	SN:77-623972 RN:3,774,048
24 KARAT CARROT CAKE	US	Filed: October 18, 2011  Reg: September 18, 2012	30	SN:85-450065 RN: 4,211,528
2 <sup>ND</sup> ST. CREAMERY	US	Filed: August 29, 2012	30	SN: 85.715,794
2ND ST. CREAMERY SUPER PREMIUM ICE CREAM & Design	US	Filed: January 10, 2012  Reg: September 4, 2012	30	SN:85-512501 RN:4,203,757
ASPEN	US	Filed: August 6, 2008  Registered July 28, 2009	30	SN:77-540172 RN:3,660,244
BECAUSE THE BEST WISH ISN'T JUST THE ONE YOU MAKE, IT'S THE ONE YOU GIVE	US	Filed: October 12, 2012	30	SN: 85-753183
BIG ALASKA	US	Registered	30	SN:77-773088

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		May 18, 2010 Filed: July 2, 2009		RN:3,791,458
BIG BOPPER	US	Filed: December 4, 1995 Registered: January 21, 1997	30	SN:75-026991 RN:2,031,929
BIG DIPPER	US	Registered October 16, 2007 Filed: January 24, 1996	30	SN:75-047601 RN:3,310,182
BIG DOUBLE STRAWBERRY	US	Filed: February 6, 2004 Registered: September 27, 2005	30	SN:78-363665 RN:3,001,078
BIG MISSISSIPPI MUD	US	Filed: April 26, 1993 Registered: May 2, 1995	30	SN:74-382354 RN:1,892,725
BIG NEAPOLITAN	US	Filed: May 25, 1993 Registered: March 7, 1995	30	SN:74-394371 RN:1,882,388
BIG SLICE	US	Registered April 20, 2010 Filed: December 2, 2008	30	SN:77-624416 RN:3,779,687
BIG SLICE	US	Filed: March 9, 2012 Registered: September 4, 2012	30	SN:85-564935 RN:4,202,514
BIG VANILLA	US	Filed: May 26, 1993 Registered: September 12, 1995	30	SN:74-394663 RN:1,918,207
BLACK HILLS STRAWBERRY RHUBARB	US	Filed: January 17, 2012 Registered September 4, 2012	30	SN:85-518194 RN:4,203,759
BLENDZ	US	Registered February 6, 2007 Filed: November 3, 2004	30	SN:78-510788 RN:3,205,000

Mark	Country	App./Reg. Date	Class	App./Reg. No.
BLUE BUNNY	US	Registered May 25, 2010  Filed: November 24, 2009	25, 28,	SN:77-880034 RN:3,793,137
BLUE BUNNY	US	Filed: March 23, 1987  Registered: March 7, 1989	29, 30, 32	SN:73-650971 RN:1,528,443
BLUE BUNNY WELLS & Design	US	Filed: February 18, 1997  Registered: May 4, 1999	29, 30, 32	SN:75-243316 RN:2,243,320
BLUE BUNNY WELLS & Design (Color)	US	Filed: February 18, 1997  Registered: May 4, 1999	29, 30, 32	SN:75-243317 RN:2,243,321
BLUE BUNNY WELLS & Design	US	Registered March 11, 2008  Filed: March 20, 2006	29, 30, 32	SN:78-841468 RN:3,396,248
BOMB POP	US	Registered November 4, 2008  Filed: May 7, 2008	25	SN:77-467760 RN:3,527,496
BOMB POP	US	Filed: October 4, 1971  Registered: December 12, 1972	30	SN:72-404222 RN:948,643
BOMB POP and Design (Color)	US	Registered: August 23, 2005  Filed: December 8, 2003	30	SN:78-337744 RN:2,987,275
BOMB POP and Design	US	Filed: December 8, 2003  Registered: August 23, 2005	30	SN:78-337749 RN:2,987,276
BOMB POP, JR.	US	Filed: December 19, 1974  Registered: December 2, 1975	30	SN:73-039941 RN:1,026,325
BOMBSTIK	US	Filed:	30	SN:72-450134

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		March 1, 1973  Registered: August 5, 1975		RN:1,017,720
BON PETITES	US	Registered November 3, 2009  Filed: October 2, 2008	30	SN:77-583957 RN:3,704,400
BUNNY MONEY	US	Registered August 30, 2011  Filed: April 19, 2010	16	SN:85-016861 RN:4,017,982
BUNNY TRACKS	US	Filed: July 14, 2000  Registered: August 14, 2001	30	SN:78-016752 RN:2,478,236
CAPPUCCINO FUDGE BLITZ	US	Registered October 16, 2007  Filed: November 19, 2004	30	SN:78-519944 RN:3,311,671
CAPTAIN CANDI COTTON	US	Registered September 19, 2006  Filed: November 17, 2005	30	SN:78-755948 RN:3,145,574
CARAMEL PECAN PASSION	US	Registered September 19, 2006  Filed: January 26, 2006	30	SN:78-799901 RN:3,145,620
CASCADE	US	Registered December 21, 2004  Filed: December 31, 2003	30	SN:78-347046 RN:2,913,353
CHAMP!	US	Filed: March 24, 1995  Registered: December 3, 1996	30	SN:74-651386 RN:2,021,396
CHERRY CHOCOLATE CASCADE	US	Registered January 18, 2005  Filed: December 31, 2003	30	SN:78-347039 RN:2,919,044

Mark	Country	App./Reg. Date	Class	App./Reg. No.
CHILL	US	Filed: June 13, 1994  Registered: November 18, 1997	30	SN:74-536709 RN:2,114,408
CHIPS GALORE!	US	Filed: October 20, 1997  Registered: April 13, 1999	30	SN:75-376311 RN:2,239,774
CHOCOLATE BROWNIE EXTREME	US	Filed: July 7, 2005  Registered: June 13, 2006	30	SN:78-665593 RN:3,104,015
CHOCOLATE CHAMPION	US	Registered February 16, 2010  Filed: June 8, 2009	30	SN:77-754104 RN:3,748,961
CHOCOLATE COOKIE CHAOS	US	Registered November 16, 2010  Filed: October 26, 2009	30	SN:77-856965 RN:3,875,773
CHOCOLATE LOVERS TRIPLE CHOCOLATE CAKE	US	Registered December 13, 2011  Filed: November 10, 2010	30	SN:85-173372 RN:4,071,770
CHOCOLATE MONSOON	US	Registered June 20, 2006  Filed: July 14, 2005 Published: March 28, 2006	30	SN:78-670441 RN:3,106,851
CHOCOLATE RASPBERRY OBSESSION	US	Registered November 28, 2006  Filed: June 24, 2004	30	SN:78-440763 RN:3,176,005
CHOCOLATE SEDUCTION	US	Registered October 24, 2006  Filed: June 15, 2005	30	SN:78-651350 RN:3,161,994
CITRUS LITES	US	Filed: September 21, 1992 Registered: September 6, 1994	30	SN:74-315225 RN:1,852,520



Mark	Country	App./Reg. Date	Class	App./Reg. No.
CITRUS SNACKS	US	Filed: November 26, 1993  Registered: November 15, 1994	30	SN:74-463448 RN:1,862,670
COCOLATO	US	Registered February 10, 2009  Filed: April 25, 2008	30	SN:77-458364 RN:3,573,864
COFFEE BREAK	US	Filed: March 4, 2005  Registered: February 28, 2006	30	SN:78-580373 RN:3,063,306
COFFEE TOFFEE KAHLUSION	US	Registered December 26, 2006  Filed: August 18, 2005	30	SN:78-695272 RN:3,189,030
COLORADO RIVER RAPIDS	US	Registered January 11, 2005  Filed: January 13, 2004	30	SN:78-351269 RN:2,917,458
COOKIE CRAZE	US	Registered August 1, 2006  Filed: June 27, 2005	30	SN:78-659120 RN:3,123,207
COOKIE CREATIONS	US	Registered January 26, 2010  Filed: June 23, 2008	30	SN:77-505563 RN:3,741,622
COOL DAZE	US	Filed: February 16, 2005  Registered: January 31, 2006	30	SN:78-568460 RN:3,055,238
COOL JUICE	US	Filed: August 31, 1993  Registered: December 27, 1994	30	SN:74-430759 RN:1,870,729
COOL TUBES	US	Filed: August 31, 1993  Registered:	30	SN:74-430670 RN:1,861,083

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		November 1, 1994		
COUNTRY RICH	US	Filed: July 18, 2005  Registered: June 20, 2006	30	SN:78-672305 RN:3,106,868
CREMETORTES	US	Registered September 25, 2007  Filed: August 18, 2005	30	SN:78-695439 RN:3,297,284
CRUNCH BOMB	US	Filed: February 16, 1993  Registered: August 9, 1994	30	SN:74-359576 RN:1,849,522
CUP O'COFFEE CAKE	US	Filed: January 5, 2012  Registered: September 4, 2012	30	SN:85-509309 RN:4,203,756
DELICIOUSLY RICH & CREAMY!	US	Filed: October 31, 2005  Registered: May 27, 2008	30	SN:78-743714 RN:3,435,974
DELICIOUSLY RICH & CREAMY! (Stylized)	US	Filed: October 31, 2005  Registered: May 27, 2008	30	SN:78-743813 RN:3,435,975
DOUBLE FUDGE FRENZY	US	Registered May 17, 2011  Filed: June 28, 2005	30	SN:78-659502 RN:3,960,629
DOUBLES	US	Registered August 12, 2008  Filed: August 29, 2007	30	SN:77-267448 RN:3,486,047
DREAM BAR	US	Filed: June 30, 1998  Registered: July 27, 1999	30	SN:75-510928 RN:2,264,930
DURANGO	US	Registered May 18, 2010  Filed: July 15, 2009	30	SN:77-781835 RN:3,791,479

Mark	Country	App./Reg. Date	Class	App./Reg. No.
FIZZ FACTOR	US	Registered July 3, 2007  Filed: August 7, 2006	30	SN:78-946238 RN:3,258,358
FREEZY POPS	US	Filed: March 17, 2011  Registered: October 9, 2012	30	SN:85-269698 RN: 4,222,651
FRIAZOS	US	Filed: November 15, 2002  Registered: October 14, 2003	30	SN:78-185607 RN:2,773,702
FRIO GRANDE	US	Filed: September 12, 1996  Registered: February 17, 1998	30	SN:75-164504 RN:2,136,795
FROZE TOES	US	Registered September 19, 2006  Filed: December 6, 2005	30	SN:78-767442 RN:3,145,587
FROZFRUIT	US	Filed: July 29, 1983  Registered: April 16, 1985	30	SN:73-436888 RN:1,331,109
FUDGE BOMB	US	Filed: February 16, 1993  Registered: October 19, 1993	30	SN:74-359042 RN:1,799,557
GOIN' BANANAS and Design	US	Registered August 22, 2006  Filed: June 27, 2005	30	SN:78-659023 RN:3,132,400
GOIN' BANANAS and Design	US	Registered August 22, 2006  Filed: June 27, 2005	30	SN:78-659069 RN:3,132,401
GOOEY CHEWY TURTLE BROWNIE	US	Registered August 10, 2010  Filed: July 14, 2005	30	SN:78-670433 RN:3,831,950
GOURMET FROZEN FRUIT	US	Filed:	30	SN:78-444818

Mark	Country	App./Reg. Date	Class	App./Reg. No.
BAR		July 1, 2004 Registered: September 27, 2005		RN:3,003,086
GUMBELIEVABLES	US	Registered December 18, 2007  Filed: October 10, 2005	30	SN:78-729894 RN:3,357,419
HEALTH SMART	US	Registered August 12, 2008  Filed: March 14, 2007	29	SN:77-131164 RN:3,483,075
HEALTH SMART	US	Filed: September 9, 1991  Registered: July 1, 1997	29, 30	SN:74-201424 RN:2,075,920
HI LITE (Stylized)	US	Filed: April 4, 1979  Registered: September 1, 1981	30	SN:73-210277 RN:1,167,538
I DO! I DO! WEDDING CAKE	US	Registered January 3, 2012  Filed: September 1, 2010	30	SN:85-120564 RN:4,080,951
JAZZBERRY	US	Filed: February 17, 1981  Registered: January 19, 1982	30	SN:73-297167 RN:1,187,029
JUST PEACHY	US	Registered September 1, 2009  Filed: October 7, 2008	30	SN:77-587296 RN:3,677,721
JUST REWARDS	US	Registered December 19, 2006  Filed: March 29, 2004	30	SN:78-392343 RN:3,187,921
KEY LIME MELTDOWN	US	Registered December 19, 2006  Filed: June 27, 2005	30	SN:78-659124 RN:3,185,968
LEMON CHILL	US	Filed:	30	SN:74-536622

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		June 13, 1994 Registered: January 2, 1996		RN:1,945,098
LIMERICK CHERRY CHOCOLATE	US	Filed: January 17, 2012 Registered: September 4, 2012	30	SN:85-518248 RN: 4,203,762
MINI SWIRLS	US	Filed: July 6, 2012	30	SN: 85-670027
MINT CHOCOLATE VICTORY!	US	Filed: January 17, 2012 Registered: September 4, 2012	30	SN:85-518211 RN: 4,203,760
MINT CONDITION	US	Filed: August 10, 2011 Registered: May 29, 2012	30	SN:85-394618 RN: 4,151,757
NATURALLY	US	Registered October 18, 2011 Filed: January 17, 2011	30	SN:85-218994 RN:4,043,400
NEW YORK CHERRY CHEESECAKE	US	Registered December 12, 2006 Filed: March 1, 2005	30	SN:78-577218 RN:3,185,055
NUTRIPLUS	US	Filed: July 8, 2010	30	SN:85-080319
NUTT'N BETTER	US	Filed: April 18, 1994 Registered: August 1, 1995	30	SN:74-513482 RN:1,909,404
ORANGE DREAM	US	Filed: February 25, 2005 Registered: February 7, 2006	30	SN:78-575085 RN:3,057,821
PARLOR PIES	US	Registered November 16, 2010 Filed: October 8, 2009	30	SN:77-844757 RN:3,875,694
PEACH MANGO PASSION	US	Registered November 7, 2006	30	SN:78-623963 RN:3,167,687

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		Filed: May 5, 2005		
PEANUT BRITTLE PERSUASION	US	Registered August 29, 2006  Filed: August 11, 2005	30	SN:78-690424 RN:3,135,501
PEANUT BUTTER PANIC	US	Filed: August 21, 2000  Registered: April 13, 2004	30	SN:78-022088 RN:2,832,952
PEANUT STICK	US	Filed: March 20, 1978  Registered: December 23, 1980	30	SN:73-162978 RN:1,144,421
PECAN PASSION	US	Filed: September 27, 2004  Registered: January 10, 2006	30	SN:78-490044 RN:3,040,772
PERFECTLY PEPPERMINT	US	Registered September 19, 2006  Filed: December 27, 2005	30	SN:78-781015 RN:3,145,595
PERSONALS	US	Filed: December 13, 2004  Registered: April 11, 2006	30	SN:78-531734 RN:3,080,859
POLAR POPS	US	Registered September 18, 2007  Filed: March 10, 2006	30	SN:78-834289 RN:3,293,762
POLAR TREATS	US	Filed: March 12, 1970  Registered: January 4, 1972	30	SN:72-353940 RN:926,505
POLAR TREATS and Design	US	Filed: February 7, 1995  Registered: January 9, 1996	30	SN:74-631127 RN:1,946,861
QUICK BLEND	US	Registered June 9, 2009	30	SN:77-624387 RN:3,637,092

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		Filed: December 2, 2008		
REAL ICE CREAM and Design	US	Registered December 13, 2011  Filed: February 11, 2010	30	SN:77-933524 RN:4,069,035
SCOOP TROOP	US	Registered January 23, 2007  Filed: March 28, 2006	30	SN:78-848086 RN:3,201,994
SCOOPER HERO	US	Registered September 19, 2006  Filed: November 17, 2005	30	SN:78-756076 RN:3,145,576
SCOOPS and Design	US	Registered November 16, 2010  Filed: October 19, 2009	30	SN:77-851545 RN:3,875,745
SCREAMERS	US	Filed: June 10, 1996  Registered: March 16, 1999	30	SN:75-116311 RN:2,232,584
SEDONA	US	Registered August 11, 2009  Filed: August 6, 2008	30	SN:77-540147 RN:3,665,915
SLUSH POPS	US	Filed: October 30, 1992 Registered: August 31, 1993	30	SN:74-326776 RN:1,790,566
SNACK ATTACK	US	Filed: December 2, 2008  Registered: May 29, 2012	30	SN:77-624447 RN: 4,148,209
SO GOOD IT SPEAKS FOR ITSELF	US	Registered May 3, 2011  Filed: October 8, 2010	30	SN:85-148127 RN:3,955,078
SOUR WOWER	US	Registered October 21, 2008	30	SN:77-477651 RN:3,520,573

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		Filed: May 19, 2008		
SPLIT DECISION	US	Filed: July 12, 2011  Registered: May 29, 2012	30	SN:85-368786 RN: 4,151,675
STAR BAR	US	Registered: March 7, 2006  Filed: March 10, 2005	30	SN:78-584820 RN:3,065,828
STAR STICK	US	Filed: January 5, 1973  Registered: December 18, 1973	30	SN:72-445184 RN:975,095
STIR CRAZY	US	Registered November 14, 2006  Filed: September 29, 2004	30	SN:78-491273 RN:3,170,599
STRAWBERRIES ARE FOREVER SHORTCAKE	US	Registered December 20, 2011  Filed: March 8, 2011	30	SN:85-261013 RN:4,075,326
SUNDAE CRUNCH	US	Filed: May 10, 1993  Registered: December 19, 1995	30	SN:74-388446 RN:1,941,953
SUPER CHUNKY COOKIE DOUGH	US	Registered May 1, 2007  Filed: February 22, 2005	30	SN:78-572269 RN:3,235,881
SUPER FUDGE BROWNIE	US	Registered March 25, 2008  Filed: October 10, 2005	30	SN:78-729739 RN:3,401,751
SUPERCHARGED BY NATURE!	US	Registered July 15, 2008  Filed:	29	SN:77-377215 RN:3,467,755



Mark	Country	App./Reg. Date	Class	App./Reg. No.
		January 22, 2008		
SUPERFRUIT	US	Registered July 29, 2008  Filed: June 8, 2006	29	SN:78-904009 RN:3,478,214
SWEET FREEDOM	US	Registered July 15, 2008  Filed: November 15, 2007	29	SN:77-330484 RN:3,466,783
SWEET FREEDOM	US	Filed: October 21, 2003  Registered: September 14, 2004	30	SN:78-316567 RN:2,884,475
SWEET FREEDOM SUPREMES	US	Registered April 3, 2007  Filed: May 12, 2005	30	SN:78-628677 RN:3,225,795
SWEET OL' JOE	US	Filed: January 17, 2012  Registered December 11, 2012	30	SN:85-518268 RN: 4,256,521
SWIRL SENSATIONS	US	Registered August 22, 2006  Filed: July 30, 2004	29	SN:78-459419 RN:3,133,981
THE CAKEINATOR	US	Registered September 19, 2006  Filed: November 17, 2005	30	SN:78-756034 RN:3,145,575
TRUCK STOP FUDGE	US	Filed: January 17, 2012  Registered: September 4, 2012	30	SN:85-518236 RN:4,203,761
TRUFFLE PARADISE	US	Registered June 26, 2007  Filed: May 7, 2004	30	SN:78-415102 RN:3,254,719
TURTLES N' CREAM	US	Registered	30	SN:78-572309

Mark	Country	App./Reg. Date	Class	App./Reg. No.
		September 26, 2006 Filed: February 22, 2005		RN:3,147,693
TWIRLIX	US	Registered November 3, 2009 Filed: July 22, 2005	30	SN:78-676237 RN:3,706,982
TWIRLIX & Design	US	Filed: March 8, 2012	30	SN:85-564380
VANILLA #178	US	Filed: January 17, 2012 Registered: September 4, 2012	30	SN:85-518179 RN:4,203,758
VANILLA BELLA	US	Registered February 17, 2009 Filed: April 25, 2008	30	SN:77-458383 RN:3,575,291
VANILLA STORM	US	Filed: March 8, 2005 Registered: August 22, 2006	30	SN:78-582563 RN:3,132,185
WATERMELON WHIRL	US	Registered May 18, 2010 Filed: June 8, 2009	30	SN:77-754152 RN:3,791,394
WELLS'	US	Filed: October 19, 1987 Registered: June 28, 1988	29, 30, 32	SN:73-690489 RN:1,494,418
WELLS A FAMILY COMPANY SINCE 1913 and Design	US	Registered February 22, 2011 Filed: May 24, 2010	30	SN:85-046109 RN:3,922,504
WHITE LEMON BOMB	US	Filed: March 22, 1993 Registered: February 22, 1994	30	SN:74-370199 RN:1,823,028

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademark Licenses**

None.