

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

| | |
|-------------------|---|
| Name: | Wells Fargo Bank, National Association, as Administrative Agent |
| Street Address: | 150 South Wacker Drive |
| Internal Address: | Suite 2200 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | National Banking 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 |

OP \$3765.00 4034006

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|----------------------|---------|--|
| Registration Number: | 1892725 | BIG MISSISSIPPI MUD |
| 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 |

TRADEMARK

REEL: 004950 FRAME: 0939

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| | 3161994 | CHOCOLATE SEDUCTION |
| Registration Number: | 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 |

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| | 2075920 | HEALTH SMART |
| Registration Number: | 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 |
| Serial Number: | 85670027 | MINI SWIRLS |
| 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 |

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| | 1790566 | SLUSH POPS |
| Registration Number: | 4148209 | SNACK ATTACK |
| Registration Number: | 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 |

CORRESPONDENCE DATA

Fax Number: 3128637827

TRADEMARK
REEL: 004950 FRAME: 0942

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

Phone: 312-201-3927
Email: vandy.fitzpatrick@goldbergkohn.com
Correspondent Name: Vandy F. Fitzpatrick - Paralegal
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

| | |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 1989.341 |
| NAME OF SUBMITTER: | Vandy F. Fitzpatrick |
| Signature: | /Vandy F. Fitzpatrick/ |
| Date: | 01/29/2013 |

Total Attachments: 21

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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 (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 ABL 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 Trademark Security 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 Trademark Security 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 18th day of January, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January __, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WELLS ENTERPRISES, INC., an Iowa corporation ("Enterprises"), and certain subsidiaries of Enterprises party thereto (such subsidiaries, together with Enterprises, are referred to hereinafter individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo and BMO Capital Markets, as joint lead arrangers, and Wells Fargo and BMO Capital Markets, as joint book runners, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and 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 "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and 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 Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, 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 Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency 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 Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the

rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan 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 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

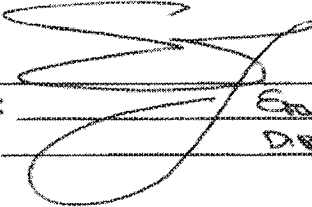
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Trademark Security Agreement and any provision in the Intercreditor Agreement, such provision in the Intercreditor Agreement shall control.

[signature page follows]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: _____
Title: _____

Charles Wang
DIRECTOR

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., an Iowa corporation

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004950 FRAME: 0948

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 ND 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 |
| GOEY 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.