## 900245925 02/04/2013

# 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
Fiasco Gelato Corp.		01/23/2013	CORPORATION: CANADA

## RECEIVING PARTY DATA

Name:	The Gelato Fiasco, Inc.	
Street Address:	74 Maine Street	
City:	Brunswick	
State/Country:	MAINE	
Postal Code:	04011	
Entity Type:	ntity Type: CORPORATION: MAINE	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3440770	FIASCO GELATO
Registration Number:	3445291	FIASCO

## CORRESPONDENCE DATA

Fax Number: 2077741127

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

Mail.

Phone: (207) 774-1200

Email: jkeenan@bssn.com

Correspondent Name: James F. Keenan, Jr.

Address Line 1: 100 Middle Street

Address Line 2: Bernstein Shur

Address Line 4: Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
Signature:	/James F. Keenan, Jr./
Date:	02/04/2013

Total Attachments: 2

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TRADEMARK REEL: 004954 FRAME: 0987 OF \$65.00 3440770

#### EXHIBIT A

# Trademark Assignment

This Trademark Assignment ("Assignment") is entered into as of January 23, 2013 ("Effective Date") by Fiasco Gelato Corp., a Canadian corporation with a place of business at 11 Ave. S.W. Calgary, Canada T2R 0E1 ("Assignor") on behalf of The Gelato Fiasco, Inc., a Maine corporation with a place of business in 74 Maine Street, Brunswick, Maine 04011 ("Assignee") ("Assignee").

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby assigns, sells, grants and conveys to Assignee and its successors, assigns and designees, Assignor's entire rights, title, and interests throughout the United States, it possessions and territories in and to the Trademarks (defined below), and the trademark registration and application for registration thereof, together with all claims, either in law or in equity, and damages for past, present or future infringements of the Trademark, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all trademarks based upon, derived from, or incorporating the Trademark and all licenses or use agreements relating to the Trademark, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto.

For purposes of this Assignment, the term "Trademark" means the trademark set forth on Schedule 1 attached hereto and made a part hereof, and any and all derivations, variations and combinations thereof, all state and U.S. federal registrations and applications for registration related thereto, and all goodwill associated therewith.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date set forth above.

WITNESS:

Fiasco Gelato Corp.

MM/Name:

Title: Wesdert

# Schedule 1

Trademark U.S. Appl. Ser. No. U.S. Reg. No.					
	FIASCO GELATO	78948376	3440770		
	FIASCO	78948589	3445291		

TRADEMARK REEL: 004954 FRAME: 0989

**RECORDED: 02/04/2013**