

## 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
Mollicoolz, LLC		05/14/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dole Packaged Foods, LLC		
Street Address:	One Dole Drive		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3773760	SHAKERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	818-879-6852		
Email:	marcy.reed@doleintl.com		
Correspondent Name:	Timothy J. Oswald		
Address Line 1:	One Dole Drive		
Address Line 2:	Dole Packaged Foods, LLC		
Address Line 4:	Westlake Village, CALIFORNIA 91362		
ATTORNEY DOCKET NUMBER:	0382078		
NAME OF SUBMITTER:	Timothy J. Oswald		
Signature:	/timothy j oswald/		

CH \$40.00 3773760

Date:

04/23/2013

**Total Attachments: 6**

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**CONFIRMATORY TRANSFER AND  
ASSIGNMENT OF TRADEMARKS AGREEMENT**

This Confirmatory Transfer and Assignment of Trademarks Agreement (this "Transfer Agreement"), with an effective date of May 14, 2010 (the "Effective Date"), is made by and among Mollicoolz, LLC, a California limited liability company ("Debtor"); Uecker & Associates, Inc., a California corporation, as assignee for the benefit of creditors of Mollicoolz LLC ("Assignee"), Recoup, LLC, a Nevada limited liability company ("Seller"), in its sole and limited capacity as secured creditor of Debtor; and Dole Packaged Foods, LLC, a California limited liability company ("Buyer").

RECITALS

A. Debtor, formerly having offices at 1668 El Pinal Dr., Stockton, CA 95205 prior to the termination of its business operations, was, immediately prior to the foreclosure sale and exercise of post-default remedies pursuant to that certain Asset Purchase Agreement between Seller and Buyer of even date herewith (the "APA"), owner of an undivided right, title, and interest in, among other things, the trademarks listed on Exhibit A hereto (the "Trademarks").

B. Debtor entered into a Credit and Security Agreement, dated March 30, 2007 (the "Credit and Security Agreement"), in favor of Wells Fargo Bank, N.A. (the "Original Lender"), pursuant to which Debtor granted a security interest in substantially all of its assets, including the Trademarks, to the Original Lender in favor of the loan obligations evidenced thereunder (the "Secured Loan").

C. A UCC financing statement perfecting the security interest granted under the Credit and Security Agreement was filed with the Secretary of State of the State of California, document number 07-7104047323, on February 23, 2007 (as amended by document number 07-71092915).

D. On October 21, 2009, Seller acquired all right, title and interest of the Original Lender to and in the Secured Loan.

E. Debtor has defaulted on its obligations owing to Seller (as assignee and successor-in-interest to the Original Lender) in connection with the Secured Loan secured by, among other things, the Trademarks.

F. Under the Section 7.2(d) of the Credit and Security Agreement, upon default by the Debtor, Seller is entitled to exercise and enforce any and all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including the right to take possession of the Trademarks, or any evidence thereof, proceeding without judicial process, and has the right to sell, lease or otherwise dispose of the Trademarks.

G. Seller has exercised its post-default remedies pursuant to Section 9610 of the California Commercial Code, and has transferred and assigned all right, title and interest in and to the Trademarks (including the goodwill of the business symbolized by the Trademarks) to Buyer pursuant to the APA.

H. On April 30, 2010, Debtor made an assignment for the benefit of its creditors to Assignee, which assignment was accepted by Assignee on May 3, 2010. Assignee joins this Transfer Agreement in its capacity as assignee for the benefit of Debtor's creditors.

I. Debtor, Assignee, Seller and Buyer now wish to confirm such transfer and assignment pursuant to the APA and by the exercise of Seller's post-default remedies under the applicable provisions of the California Commercial Code.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration as set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, the Debtor, Assignee, Seller and Buyer agree as follows:

1. Each of Debtor, Assignee and Seller acknowledge and confirm that, pursuant to the APA and by the exercise of Seller's post-default remedies under the applicable provisions of the California Commercial Code, all right, title and interest in and to the Trademarks (including the goodwill of the business symbolized by the Trademarks) has been irrevocably transferred and assigned to Buyer as of the Effective Date. To the extent, if any, that Debtor, Assignee or Seller retains any right, title or interest in or to any of the Trademarks, each of Debtor, Assignee and Seller hereby irrevocably transfers and assigns (and agrees to irrevocably transfer and assign) to Buyer as of the Effective Date all of its right, title and interest in and to the Trademarks throughout the world, including (a) all federal, state, foreign, statutory, common law and other rights in and to the Trademarks, (b) all domestic and foreign trademark applications and registrations for the Trademarks, and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing, (c) all goodwill of the business symbolized by the Trademarks or otherwise associated with the Trademarks, (d) all rights to causes of action and remedies related to any of the foregoing, including the right to sue and recover for any and all past, present or future infringements, misappropriations or violations of the Trademarks, and (e) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2. Upon Buyer's request, each of Debtor, Assignee and Seller shall promptly execute and deliver to Buyer such documents, and extend such other cooperation and take such other actions (at no expense to Debtor, Assignee or Seller), as Buyer determines may be reasonably necessary or appropriate to vest, secure, perfect, protect or enforce Buyer's rights and interests in and to the Trademarks, and each of Debtor, Assignee and Seller hereby irrevocably appoints Buyer as its attorney in fact to undertake such acts in its name.

3. Except as expressly set forth herein, nothing in this Transfer Agreement is intended to or shall be deemed to expand, limit or otherwise modify Seller's or Buyer's respective rights or obligations under the APA. In the event of any conflict between this Transfer Agreement and the APA, this Transfer Agreement shall control. This Transfer Agreement and (as between Seller and Buyer only) the APA constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement or understanding of the parties with respect to such subject matter (provided that, for avoidance of doubt, this Transfer Agreement does not supersede any separate agreement between Seller and Debtor, including the Credit and Security Agreement). Any term or provision of this Transfer Agreement may be amended only by a writing signed by Debtor, Assignee, Seller and Buyer. The observance of any term or provision of this Transfer Agreement may be waived (either generally or in a particular

instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Transfer Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach. This Transfer Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. If any provision of this Transfer Agreement, or the application of any such provision to any party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Transfer Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Nothing expressed or implied in this Transfer Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Transfer Agreement. This Transfer Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document.

**RECOUP, LLC**, in its sole and limited capacity as foreclosing secured creditor

**DOLE PACKAGED FOODS, LLC**

By: Michelle Flater  
Name: Michelle Flater  
Title: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MOLLICOOLZ, LLC**

**UECKER & ASSOCIATES, INC.**, as assignee for the benefit of creditors of Mollicoolz, LLC

By: Rod Atamian  
Name: Rod Atamian  
Title: Manager

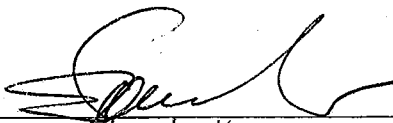
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

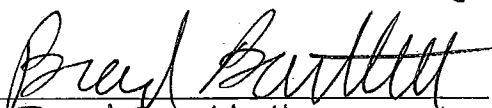
instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Transfer Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach. This Transfer Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. If any provision of this Transfer Agreement, or the application of any such provision to any party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Transfer Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Nothing expressed or implied in this Transfer Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Transfer Agreement. This Transfer Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document.

**RECOUP, LLC**, in its sole and limited capacity as foreclosing secured creditor

By: \_\_\_\_\_  
Name:  
Title:

**DOLE PACKAGED FOODS, LLC**

By:   
Name: Danko Stambuk  
Title: Sr. VP of Manufacturing

By:   
Name: Brad Bartlett  
Title: President

**MOLLICOOZ, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**UECKER & ASSOCIATES, INC.**, as assignee for the benefit of creditors of Mollicoolz, LLC

By: \_\_\_\_\_  
Name:  
Title:

instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Transfer Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach. This Transfer Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. If any provision of this Transfer Agreement, or the application of any such provision to any party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Transfer Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. Nothing expressed or implied in this Transfer Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Transfer Agreement. This Transfer Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document.

**RECOUP, LLC**, in its sole and limited capacity as foreclosing secured creditor

**DOLE PACKAGED FOODS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

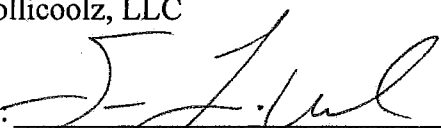
By: \_\_\_\_\_  
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By: \_\_\_\_\_  
Name:  
Title:

**MOLLICOOLZ, LLC**

**UECKER & ASSOCIATES, INC.**, as assignee for the benefit of creditors of Mollicoolz, LLC

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Susan L. Uecker  
Title: President

**Exhibit A  
Trademarks**

1. SHAKERS – U.S. Reg. No. 3773760
2. ICE CREAM MOLLICOOLZ! – U.S. Reg. No. 3195133