

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
BERRY CHILL, LLC		06/19/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	PINKBERRY, INC.		
Street Address:	3130 WILSHIRE BLVD., 4TH FLOOR		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90403		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3640677	CULTURE CLUB	
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:	213-612-3737		
Email:	henry.wang@tlw.com, heather.auyang@tlw.com		
Correspondent Name:	Henry C. Wang		
Address Line 1:	601 South Figueroa Street, Suite 4025		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Henry C. Wang		
Signature:	/Henry C. Wang/		
Date:	06/21/2013		
Total Attachments: 3 source=Pinkberry Trademark Assignment Culture Club Fully Executed#page1.tif source=Pinkberry Trademark Assignment Culture Club Fully Executed#page2.tif source=Pinkberry Trademark Assignment Culture Club Fully Executed#page3.tif			

OP \$40.00 3640677

How

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Berry Chill, LLC, an Illinois ~~corporation~~ ^{LIMITED LIABILITY COMPANY} with its principal place of business at 350 W. Hubbard Street, Suite 250, Chicago, Illinois 60654 ("Assignor"), and Pinkberry, Inc., a California corporation with its principal place of business at 3130 Wilshire Blvd., 4th Floor, Santa Monica, California 90403 (collectively "the parties");

WHEREAS, said Assignor is the owner of all rights, title and interest in and to the mark "CULTURE CLUB," and said Assignor was granted United States Trademark Registration No. 3,640,677, on June 16, 2009, which issued with respect to International Class 35: "G & S: Incentive award programs designated to reward participants for using the rewards club card for purchases for the purpose of promoting yogurt related products" (hereinafter "said Trademark"), together with the goodwill of the business connected with and symbolized by said Trademark;

WHEREAS, said Assignor desires to assign said Trademark together with that part of the goodwill of the business connected with the use of and symbolized by said Trademark; and

WHEREAS, Assignee desires to acquire all rights, title and interest in and to said Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

Assignor does and hereby irrevocably sells, assigns, transfers and conveys to said Assignee the entire rights, title, interest in and to said Trademark, together with that part of the goodwill of the business connected with the use of and symbolized by said Trademark, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, including the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Trademark or such associated goodwill;

Assignor hereby represents and warrants to Assignee that: (a) Assignor has the right, power and authority to enter into this Assignment; (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in said Trademark; (c) said Trademark is free of any liens, security interests, encumbrances or licenses; (d) there are no claims, pending or threatened, with respect to Assignor's rights in said Trademark; and (e) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

Assignor further covenants that Assignee will, upon its request, be provided within a reasonable time with all pertinent facts and documents relating to said Trademark as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to Assignee, or its legal representatives,

any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Trademark.

Assignee agrees to pay all costs, perform any further acts, and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment or to confirm Assignee's ownership of said Trademark. Assignor also hereby agrees to transfer the original Certificate of Registration of said Trademark to said Assignee within a reasonable time after execution of this Assignment.

This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

This Assignment, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

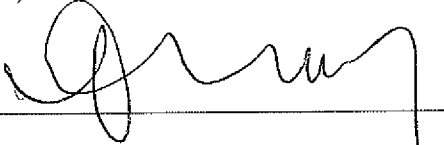
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This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, I/We have executed this Assignment to be effective as of the

19th day of June, 2013.

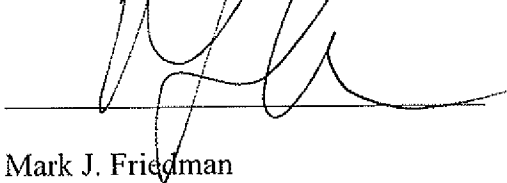
Berry Chill, LLC – ASSIGNOR

By: 

Print Name: Michael McCloskey

Title: Owner

Pinkberry, Inc. – ASSIGNEE

By: 

Print Name: Mark J. Friedman

Title: Senior Vice President & General Counsel

Trademark Assignment between Berry Chill, LLC and Pinkberry, Inc.

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