

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SGB Keen Holdings, LLC		06/28/2013	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Brownie Brittle, LLC
Street Address:	2253 Vista Parkway
Internal Address:	Unit 8
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33411
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85781221	BLONDIE BRITTLE
Serial Number:	85781037	BROWNIE BRITTLE
Serial Number:	85781237	BROWNIE THINS
Serial Number:	85781182	BROWNIES FOR GROWNUPS
Serial Number:	85781085	NO MORE FIGHTING FOR THAT CORNER PIECE!
Serial Number:	85781099	NO MORE FIGHTING FOR THE CORNER PIECE!
Serial Number:	85781201	PIECE, LOVE, BROWNIE BRITTLE
Serial Number:	85781057	RICH BROWNIE TASTE WITH A COOKIE CRUNCH!
Serial Number:	85781004	SHEILA G'S
Serial Number:	85781026	SHEILA G'S
Serial Number:	85781121	THE BEST PART OF THE BROWNIE!
Serial Number:	77843732	THE ORIGINAL BROWNIE BRITTLE COMPANY
Serial Number:	85781167	WE'VE GOT THE EDGE ON BROWNIES

OP \$340.00 85781221

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 3032238048

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

Phone: 303-223-1248

Email: akrause@bhfs.com, eholmes@bhfs.com, dnipdocket@bhfs.com

Correspondent Name: Ashley Krause

Address Line 1: 410 Seventeenth Street

Address Line 2: Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	016829.0002
NAME OF SUBMITTER:	Emily C. Holmes
Signature:	/emilycholmes/
Date:	07/15/2013
Total Attachments: 4 source=Project Edge - Trademark Assignment Agreement [Executed] (10534030-1)#page1.tif source=Project Edge - Trademark Assignment Agreement [Executed] (10534030-1)#page2.tif source=Project Edge - Trademark Assignment Agreement [Executed] (10534030-1)#page3.tif source=Project Edge - Trademark Assignment Agreement [Executed] (10534030-1)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of June 28, 2013, by and between SGB Keen Holdings, LLC, a Florida limited liability company (f/k/a Sheila G Brands, LLC) ("Assignor"), and Brownie Brittle, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor and Assignee are parties to a Contribution Agreement, dated as of even date herewith (the "Contribution Agreement"), pursuant to which, among other things, Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Contribution Agreement. In the event of a conflict between this Assignment and the Contribution Agreement, the Contribution Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to assist Assignee to evidence in every legal way, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.


4. Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks or agreed to do so, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (d) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (e) the Marks are not subject to any

outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

SGB KEEN HOLDINGS, LLC,
a Florida limited liability company

By: 
Name: Sheila G. Mains
Title: Chief Executive Officer

SCHEDULE 1**MARKS**

Trademark	Serial / Registration No.	Registration / Filing Date	Jurisdiction	Status
Blondie Brittle	85781221	11/16/2012	U.S.	Pending
Brownie Brittle	85781037	11/16/2012	U.S.	Pending
Brownie Thins	85781237	11/16/2012	U.S.	Pending
Brownies for Grownups	85781182	11/16/2012	U.S.	Pending
No More Fighting For That Corner Piece!	85781085	11/16/2012	U.S.	Pending
No More Fighting For That Corner Piece!	85781099	11/16/2012	U.S.	Pending
Piece, Love, Brownie Brittle	85781201	11/16/2012	U.S.	Pending
Rich Brownie Taste With A Cookie Crunch!	85781057	11/16/2012	U.S.	Pending
Sheila G's	85781004	11/16/2012	U.S.	Pending
Sheila G's	85781026	11/16/2012	U.S.	Pending
The Best Part Of The Brownie!	85781121	11/16/2012	U.S.	Pending
The Original Brownie Brittle Company	77843732	3/9/2010	U.S.	Registered
We've Got The Edge On Brownies	85781167	11/16/2012	U.S.	Pending