

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
	Molly's Cupcakes LLC		06/27/2013
	Entity Type LIMITED LIABILITY COMPANY: ILLINOIS		
RECEIVING PARTY DATA			
Name:	Molly's Cupcakes IP Holding Company, LLC		
Street Address:	2125 W. Armitage, 3W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3471100	MOLLY'S CUPCAKES
	Registration Number:	3650895	MOLLY'S CUPCAKES
CORRESPONDENCE DATA			
Fax Number:	3129843150		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-984-3100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Thomas M. Gniot		
Address Line 1:	200 W. Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	MOLY-0000A, C		
NAME OF SUBMITTER:	Thomas M. Gniot		
Signature:	/Thomas M. Gniot/		

OP \$65.00 3471100

Date:

07/17/2013

Total Attachments: 12

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ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Molly's Cupcakes LLC, an Illinois limited liability company, having a place of business at 2536 North Clark Street, Chicago, Illinois 60614 ("**Assignor**"), owns and/or has a right to use in the United States, a portfolio of intellectual property that includes, without limitation, the trademark MOLLY'S CUPCAKES and the registrations therefor, logos, store trade dress, copyrightable works, trade secrets and confidential business information (including ideas; recipes; research and development; concepts; methods; systems; know-how; formulas; customer and supplier lists) and other intellectual property and proprietary rights used in connection with the operation of a bakery as presently conducted by Assignor (collectively, the "**Molly's Intellectual Property**"), as outlined in part on **Schedule A**, attached hereto and made a part hereof;

WHEREAS, Molly's Cupcakes IP Holding Company, LLC, a Delaware limited liability company ("**Assignee**") desires to acquire the entire right, title and interest of Assignor in, to and under the Molly's Intellectual Property;

WHEREAS, Assignor desires to assign to Assignee and Assignee has agreed to accept the Molly's Intellectual Property, including all attendant registrations, applications and other properties as set forth in **Schedule A**, together with all good will associated with or related to the Molly's Intellectual Property.

NOW, THEREFORE, for and in consideration of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge:

1. Assignment. Assignor does hereby transfer, convey, and assign to Assignee, (i) all of Assignor's right, title, and interest in, to, and under the Molly's Intellectual Property (including, but not limited to, the registrations, applications, common law rights and copyrightable works set forth on **Schedule A**), together with all good will associated with or related to the Molly's Intellectual Property, and together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and (ii) any and all other right, title or interest Assignor may have in the name, words or phrase "Molly's" and "Molly's Cupcakes." If Assignor possesses any such rights that cannot be assigned to Assignee, Assignor waives the enforcement of such rights, and if Assignor has any rights that cannot be assigned or waived, Assignor hereby grants to Assignee an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense, to such rights.

2. Covenants. Assignor hereby covenants that it has full right to convey all right, title and interest herein assigned, along with all good will associated with or related to the Molly's Intellectual Property.

3. Further Acts. Assignor agrees to do such further acts and execute any documents that shall be required in order for Assignee to secure the rights to the Molly's

Intellectual Property, including all necessary actions to effectuate transfer of the Molly's Intellectual Property to Assignee.

4. **Governing Law.** This assignment shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

5. [REDACTED]

IN WITNESS WHEREOF, Assignor has executed this assignment by its proper officer thereunto duly authorized this 27th day of June, 2013.

Molly's Cupcakes LLC, an Illinois limited liability company.

By: [Signature]
Name: John Nicolaidis
Title: _____

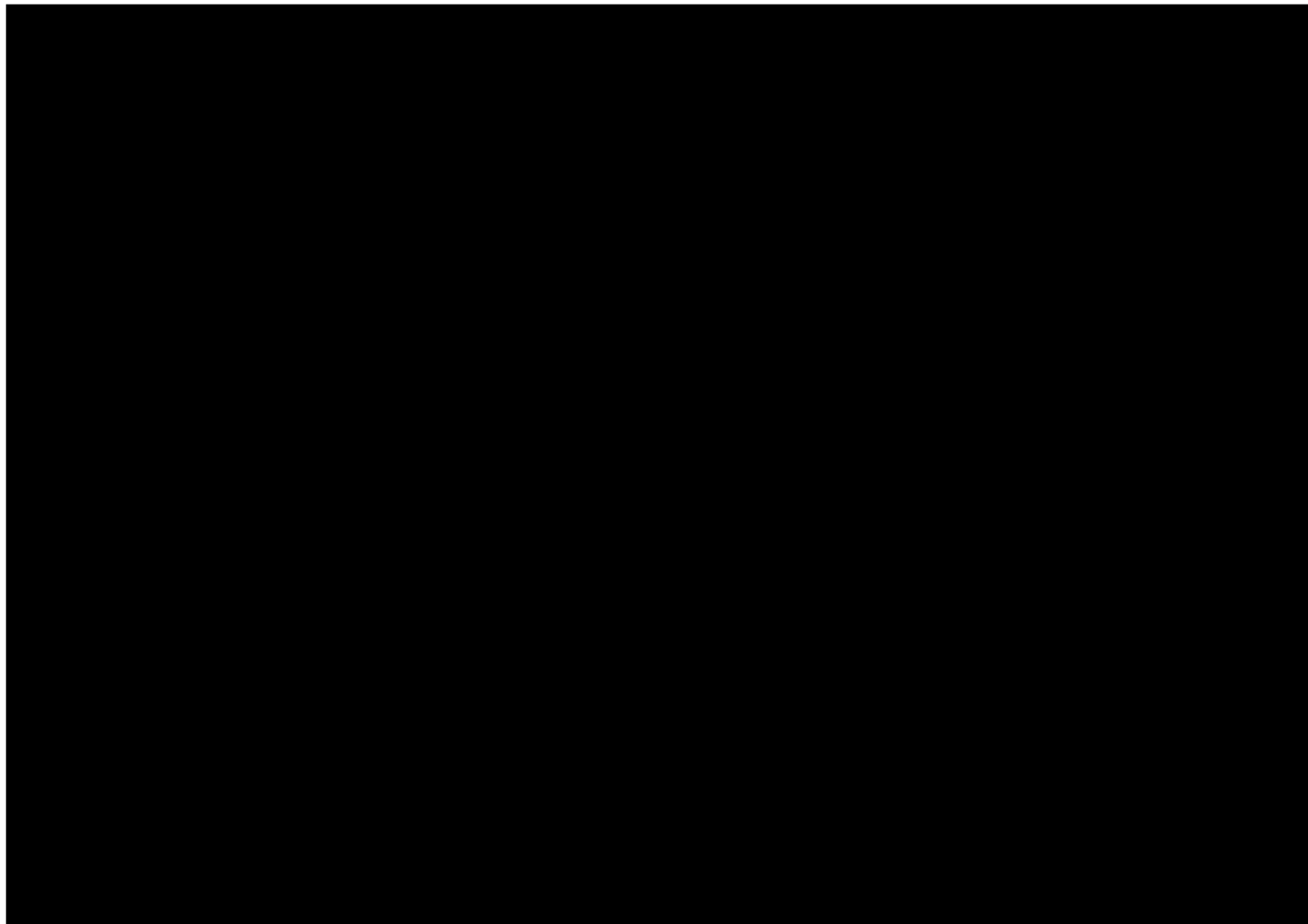
Molly's Cupcakes IP Holding Company, LLC, a Delaware limited liability company

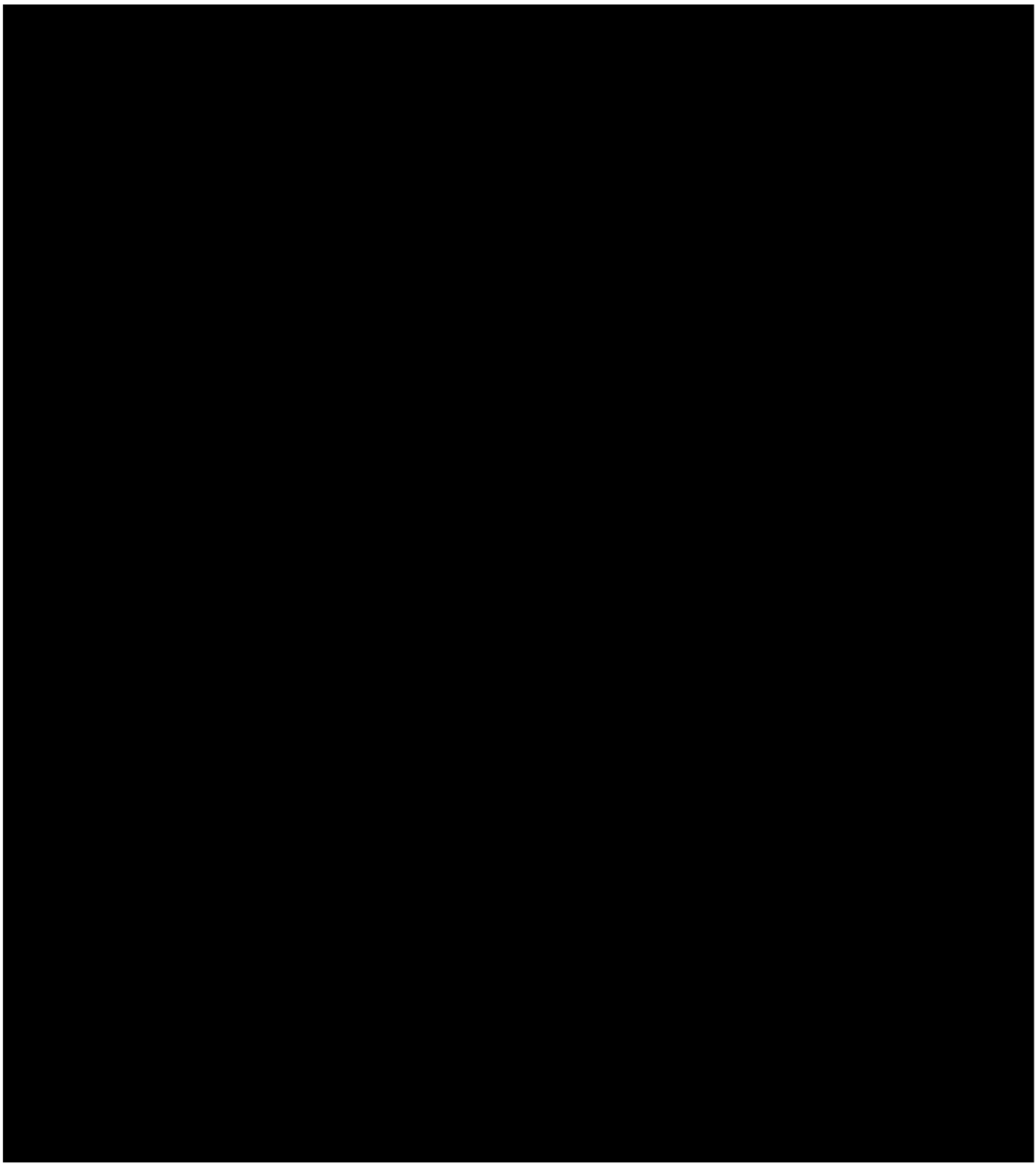
By: [Signature]
Name: John Nicolaidis
Title: _____

SCHEDULE A

Registered Trademarks

Jurisdiction	Mark	Registration No.	Registration Date
United States	MOLLY'S CUPCAKES	3,471,100	22-Jul-2008
United States	MOLLY'S CUPCAKES	3,650,895	07-Jul-2009
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██████	████████████████████	██████	████████

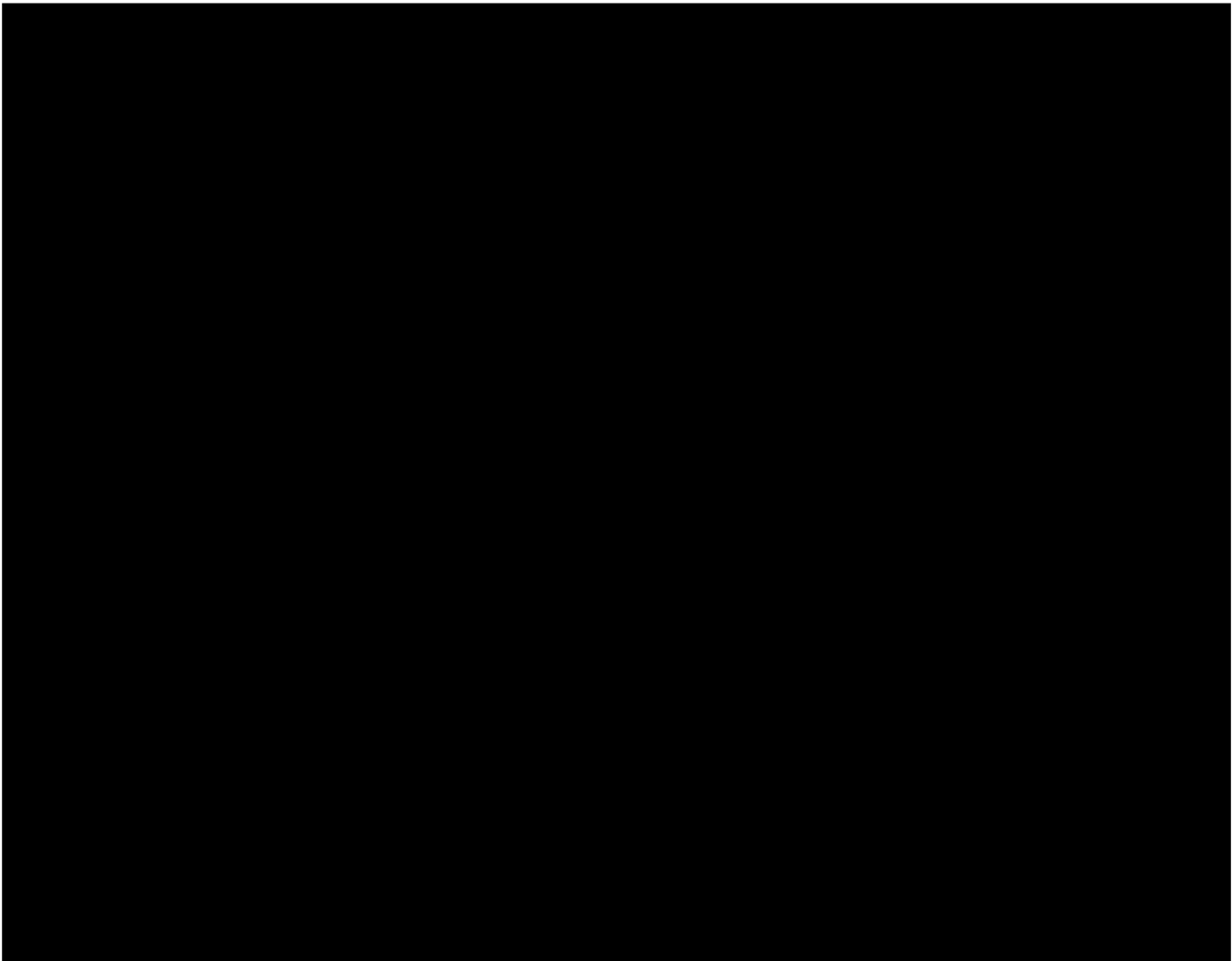




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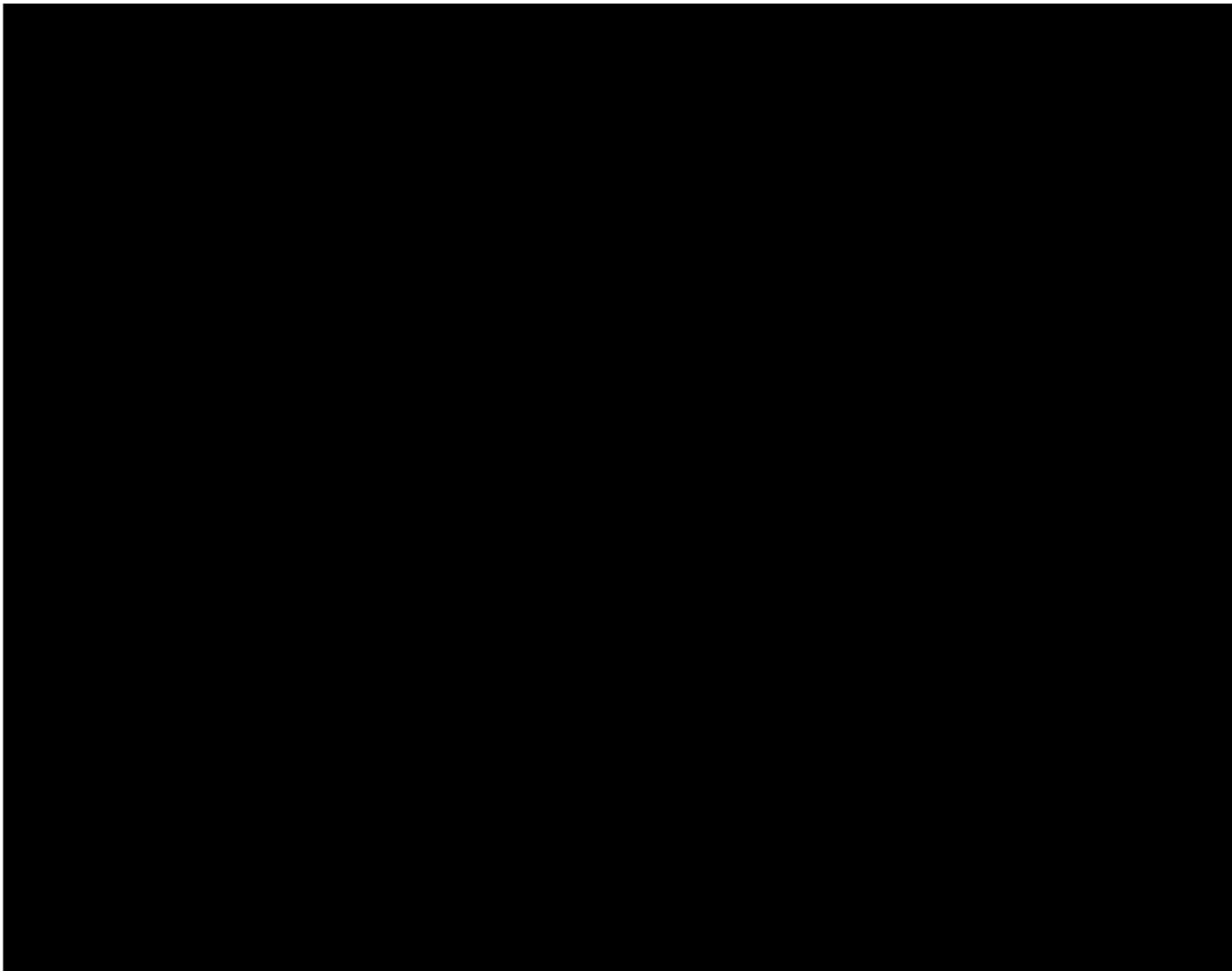
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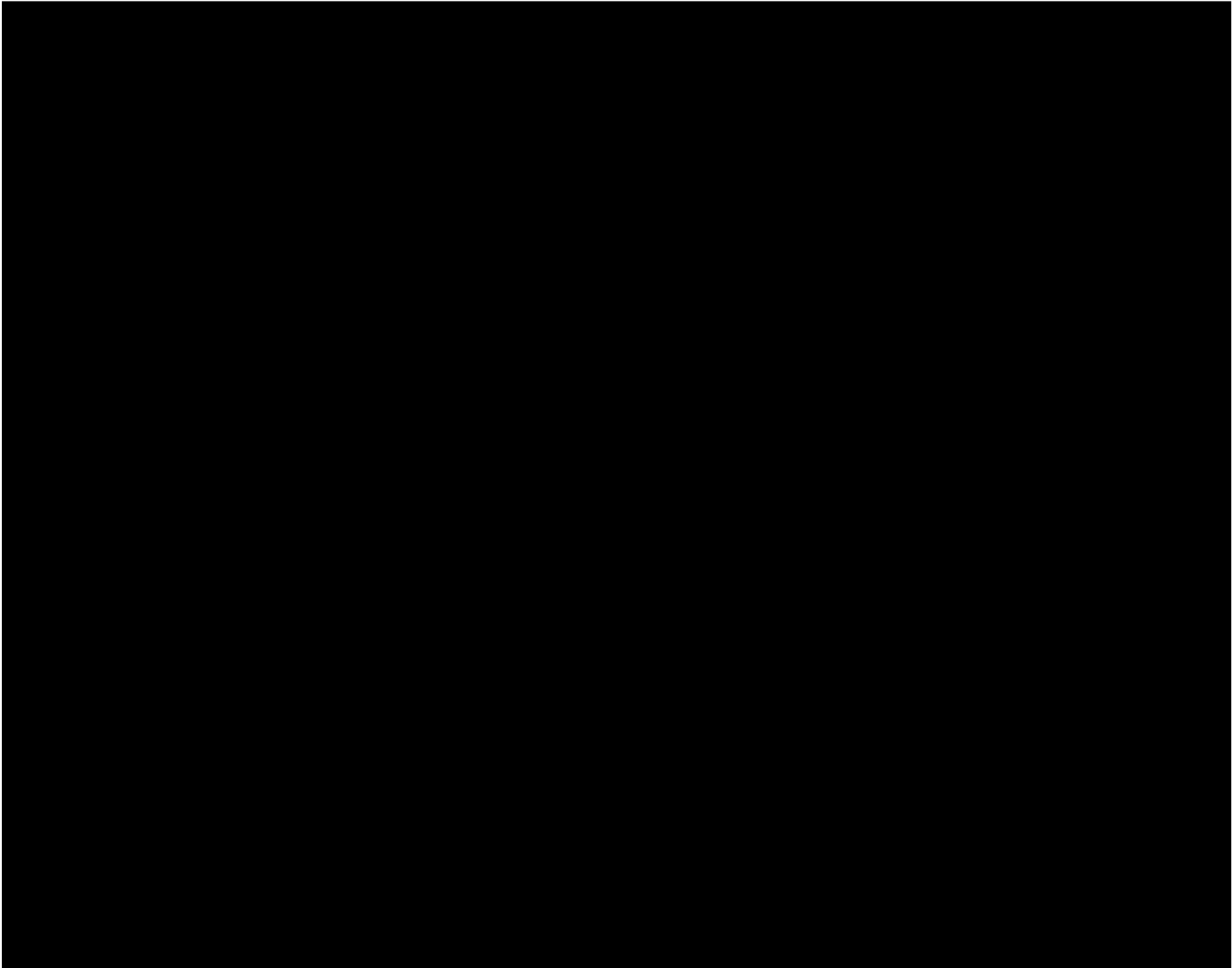
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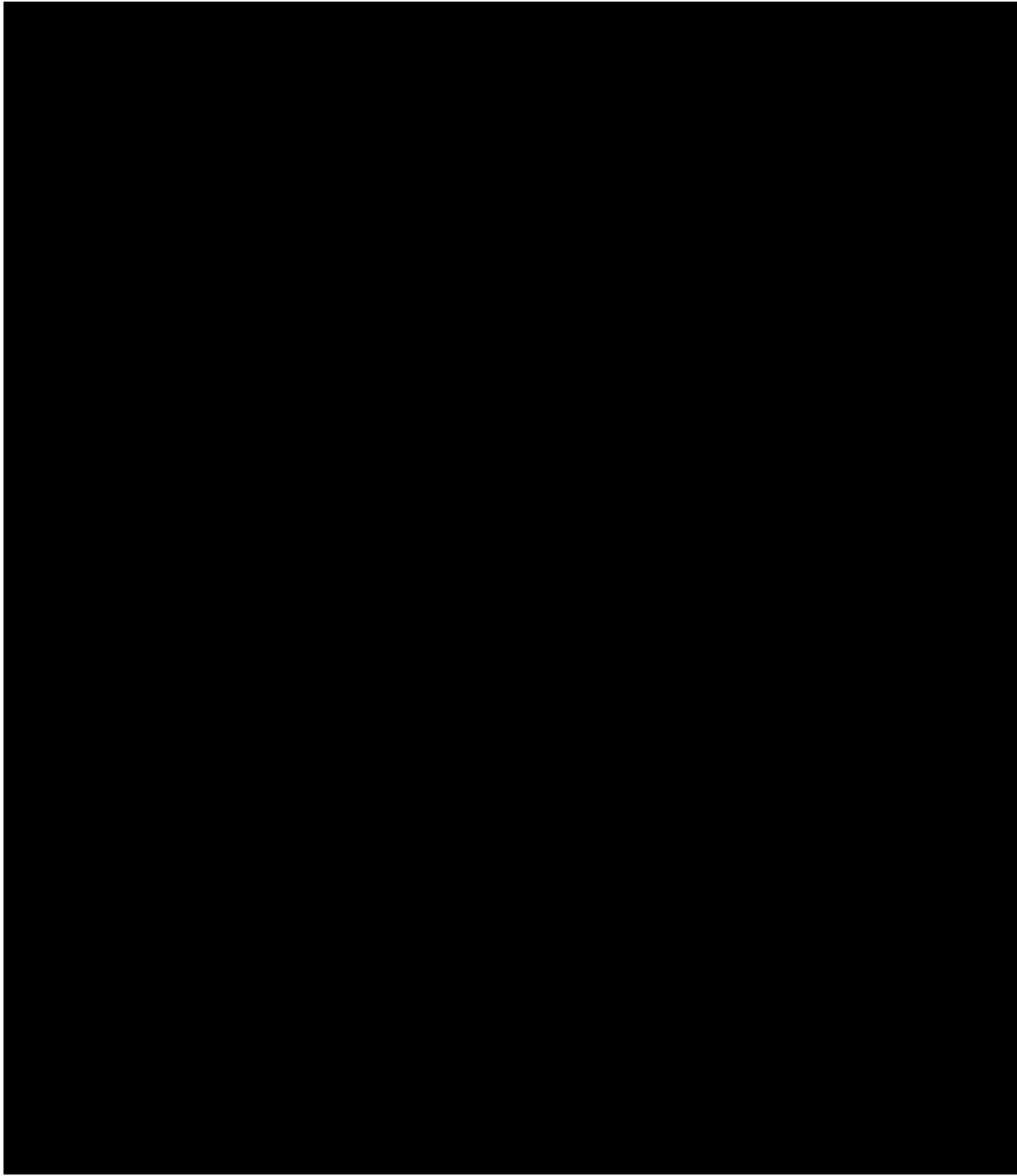
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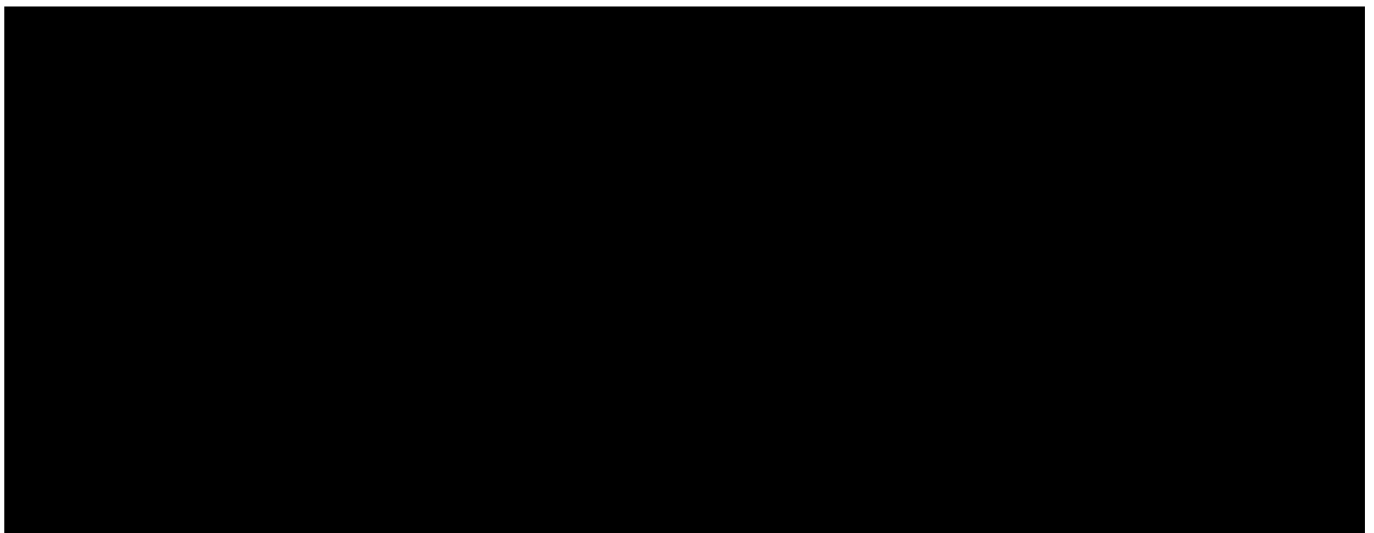
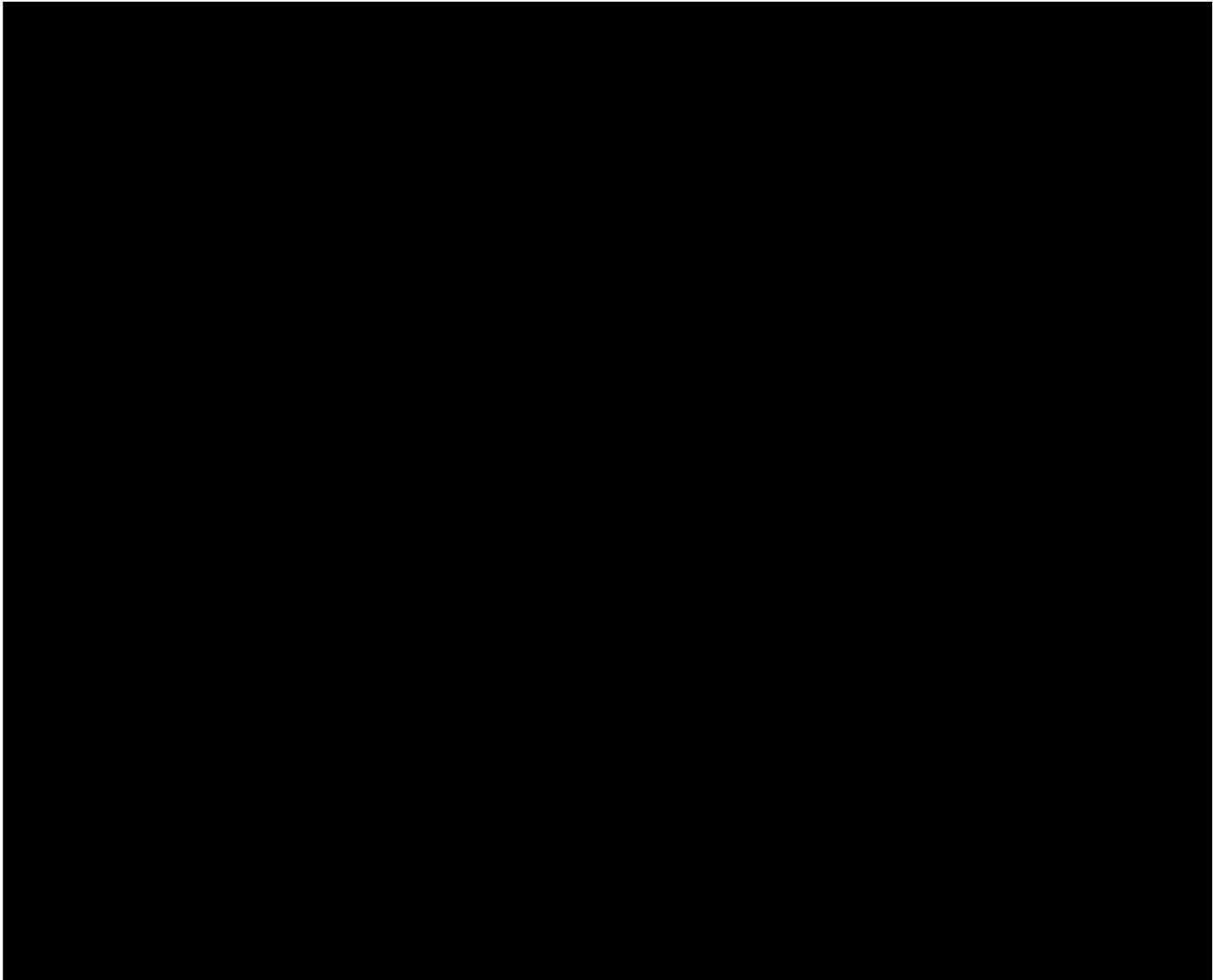
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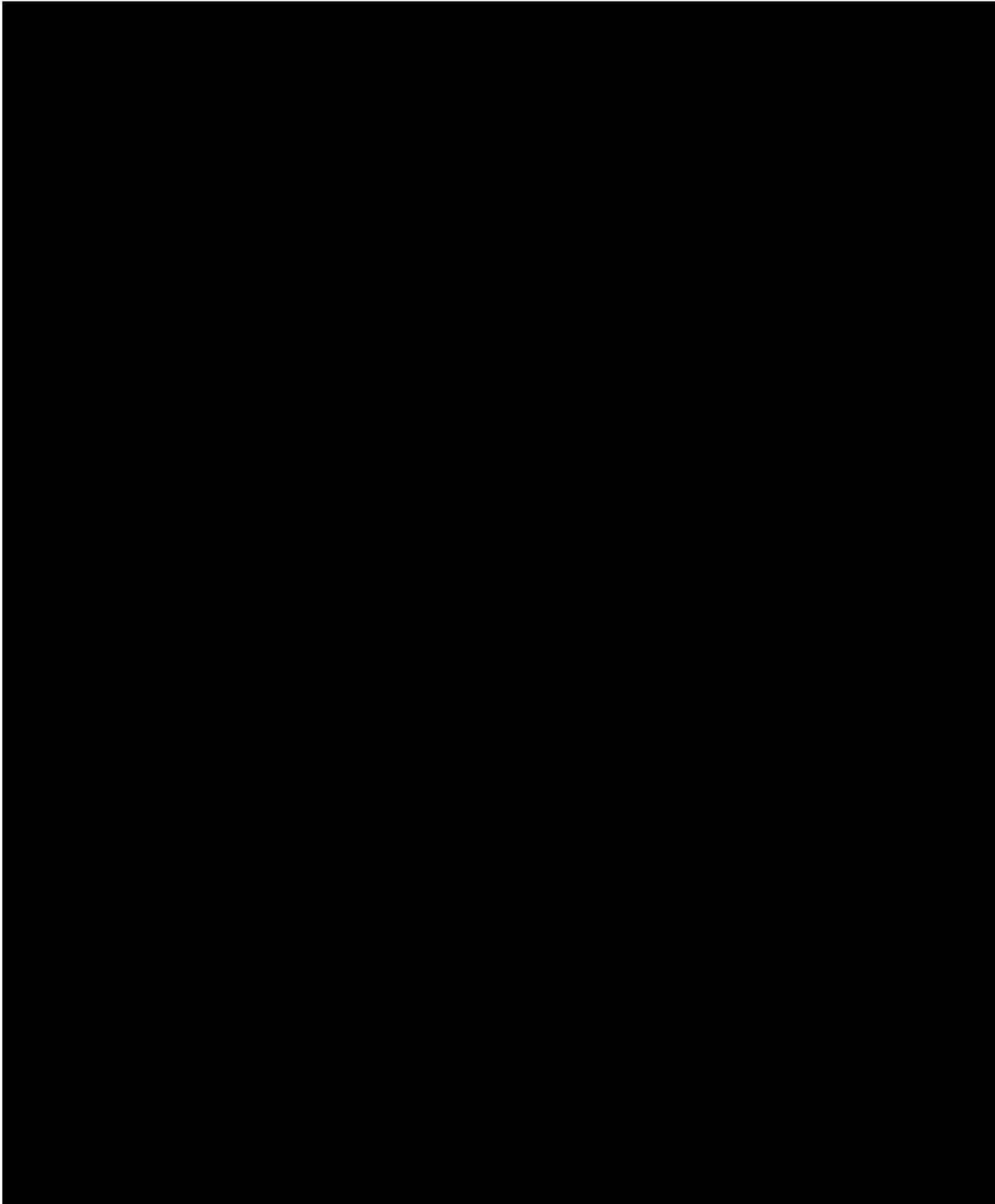
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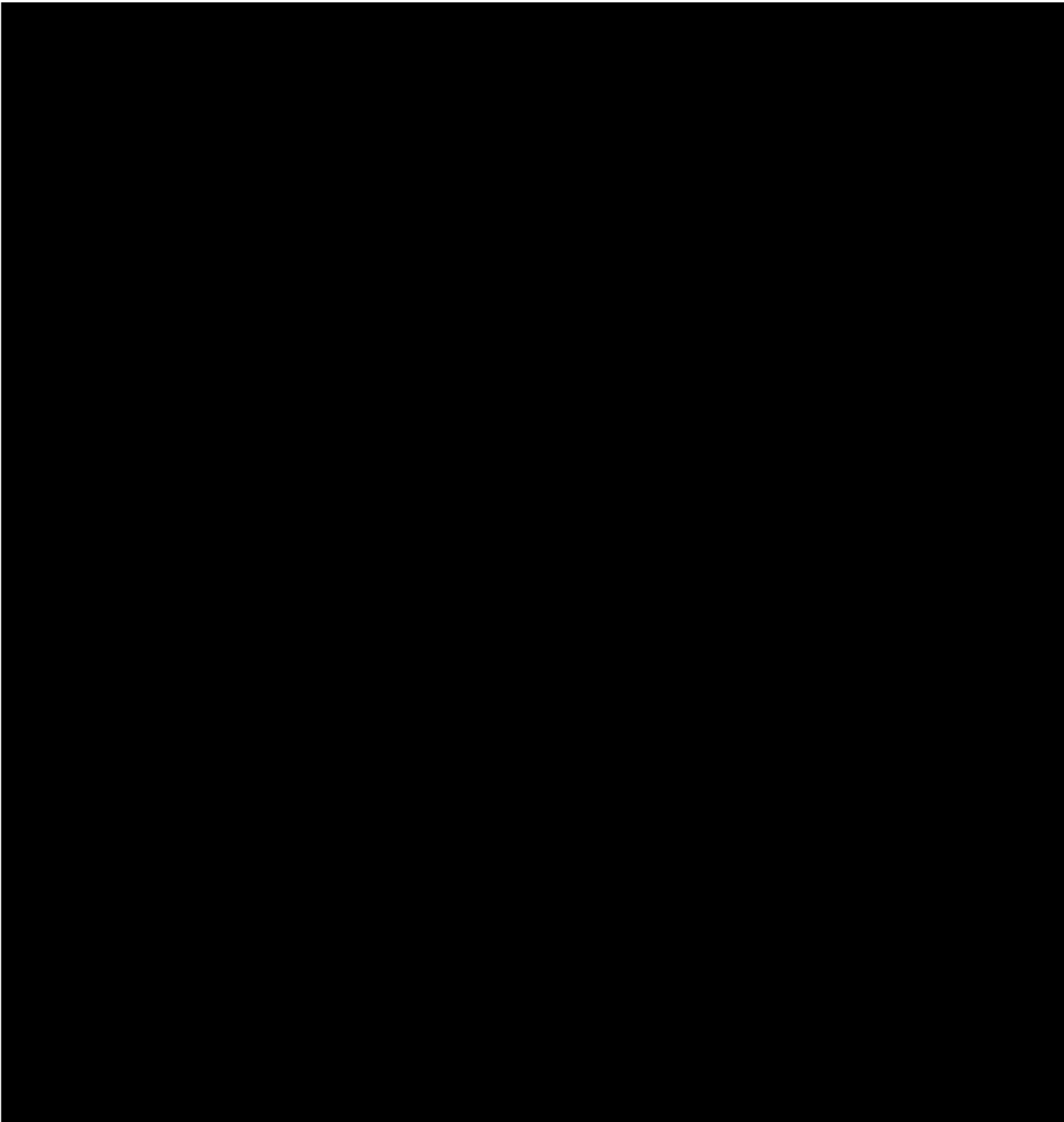


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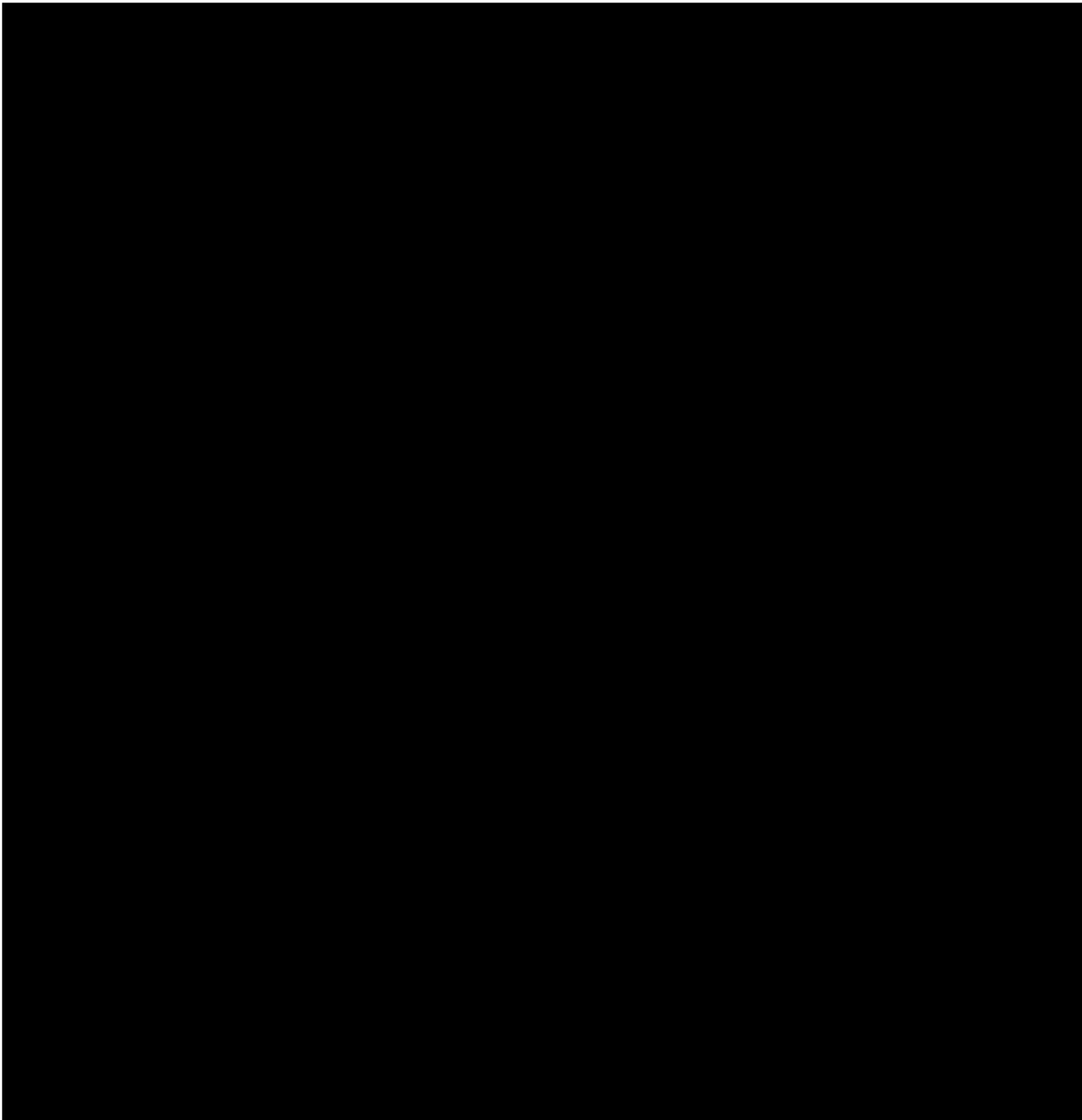




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RECORDED: 07/24/2013

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