

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Even Break, Inc.		07/10/2012	CORPORATION: MISSOURI

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Karl Bissinger, LLC
<b>Street Address:</b>	3983 Gratiot
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63110
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	71514884	BISSINGER'S
<b>Serial Number:</b>	77825708	B BISSINGER'S A CHOCOLATE EXPERIENCE
<b>Serial Number:</b>	78158829	BISSINGER'S
<b>Serial Number:</b>	78351129	BISSINGER'S

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3142592000
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	314-259-2000
<b>Email:</b>	susan.murphy@bryancave.com
<b>Correspondent Name:</b>	Nick E. Williamson
<b>Address Line 1:</b>	c/o BRYAN CAVE LLP
<b>Address Line 2:</b>	211 North Broadway, Suite 3600
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102

<b>ATTORNEY DOCKET NUMBER:</b>	0341866
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CH \$115.00 71514884

NAME OF SUBMITTER:	Nick E. Williamson
Signature:	/Nick E. Williamson/
Date:	11/06/2013
<b>Total Attachments: 9</b> source=APA - REDACTED for Recordation#page1.tif source=APA - REDACTED for Recordation#page2.tif source=APA - REDACTED for Recordation#page3.tif source=APA - REDACTED for Recordation#page4.tif source=APA - REDACTED for Recordation#page5.tif source=APA - REDACTED for Recordation#page6.tif source=APA - REDACTED for Recordation#page7.tif source=APA - REDACTED for Recordation#page8.tif source=APA - REDACTED for Recordation#page9.tif	

**ASSET PURCHASE AGREEMENT**

by and among

**KARL BISSINGER LLC  
f/k/a TDF ACQUISITION LLC  
a Missouri limited liability company,**

**(“Purchaser”)**

and

**BISSINGER’S, INC.  
a Missouri corporation,**

**(“Bissinger’s”)**

and

**EVEN BREAK, INC.  
f/k/a KARL BISSINGER, INC.,  
a Missouri corporation**

**(“Subsidiary,” and together  
with Bissinger’s, “Seller”)**

**(“Seller”)**

and

**KENNETH C. KELLERHALS**

**(“Seller Principal”)**

July 10, 2012

SL 985930.7

**TRADEMARK  
REEL: 005147 FRAME: 0501**

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of the 10 day of July, 2012, by and among KARL BISSINGER LLC f/k/a TDF ACQUISITION LLC, a Missouri limited liability company ("Purchaser"), BISSINGER'S, INC., a Missouri corporation ("Bissinger's"), EVEN BREAK, INC. f/k/a KARL BISSINGER, INC., a Missouri corporation ("Subsidiary" and together with Bissinger's, "Seller") and KENNETH C. KELLERHALS ("Seller Principal").

### RECITALS:

A. Seller is the owner and operator of a candy manufacturing business having its principal place of business at 3983 Gratiot Street, St. Louis, MO 63110 which, together with the properties and assets used or usable in connection therewith and with all other business activities conducted by Seller and its current and past subsidiaries, is herein referred to as the "Business."

B. Seller Principal is the Chief Executive Officer of Seller and is the beneficial owner of a controlling interest in Seller.

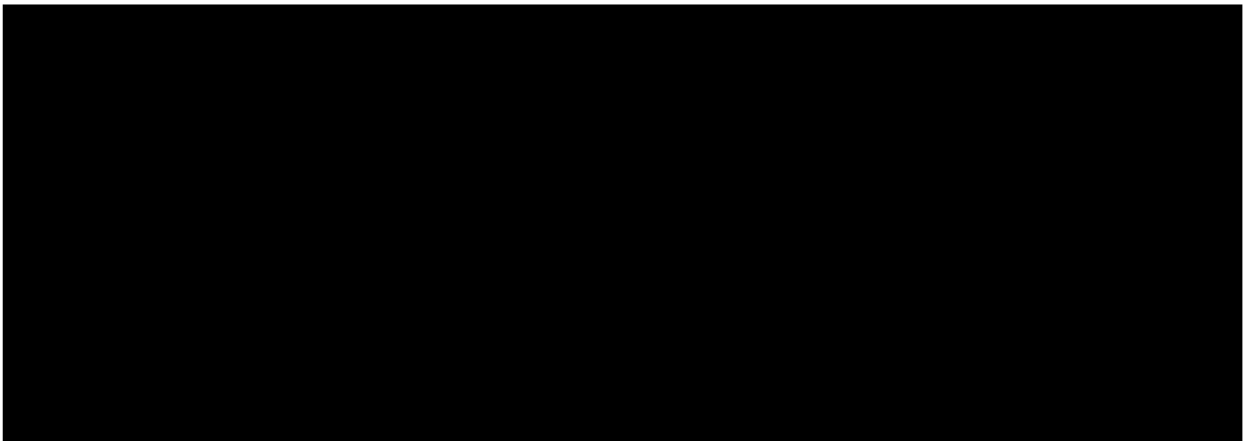
C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, substantially all of Seller's assets, rights, and properties relating to the Business, all in accordance with the provisions of this Agreement.

D. Seller and Seller Principal desire to make certain representations, warranties and agreements in connection with the sale of substantially all of Seller's assets, rights, and properties relating to the Business and also desire to set forth various conditions precedent thereto.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties agree as follows:

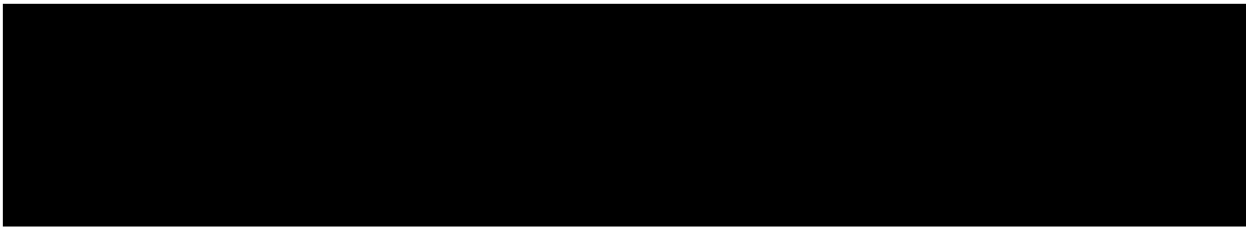
### ARTICLE I. DEFINITIONS, INTERPRETATION

Section 1.1. Definitions. For purposes of this Agreement, the term:

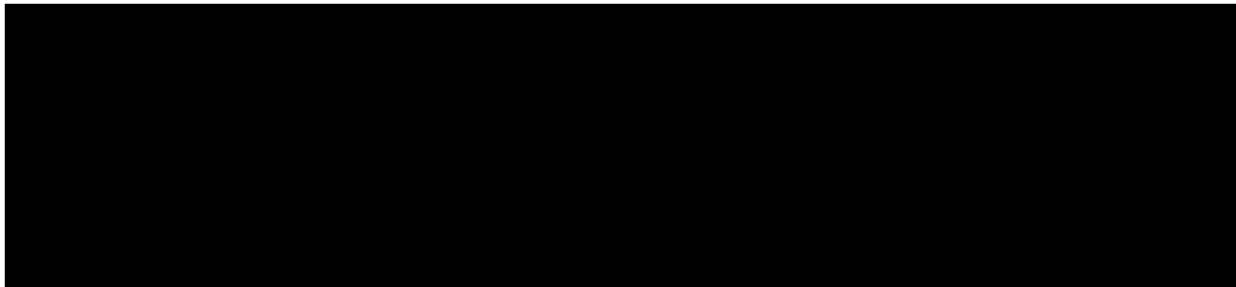


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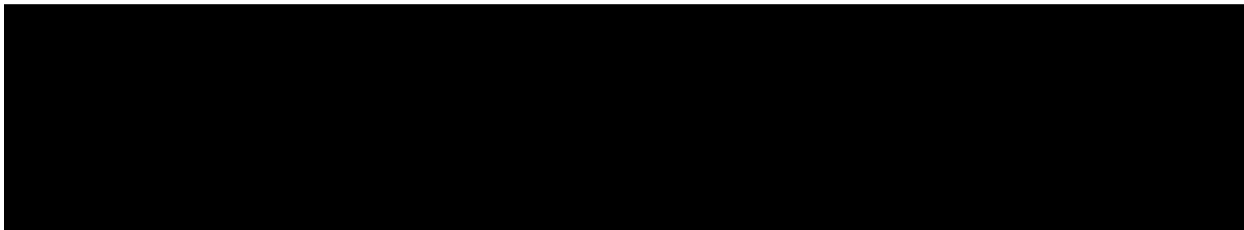
**TRADEMARK**  
**REEL: 005147 FRAME: 0502**



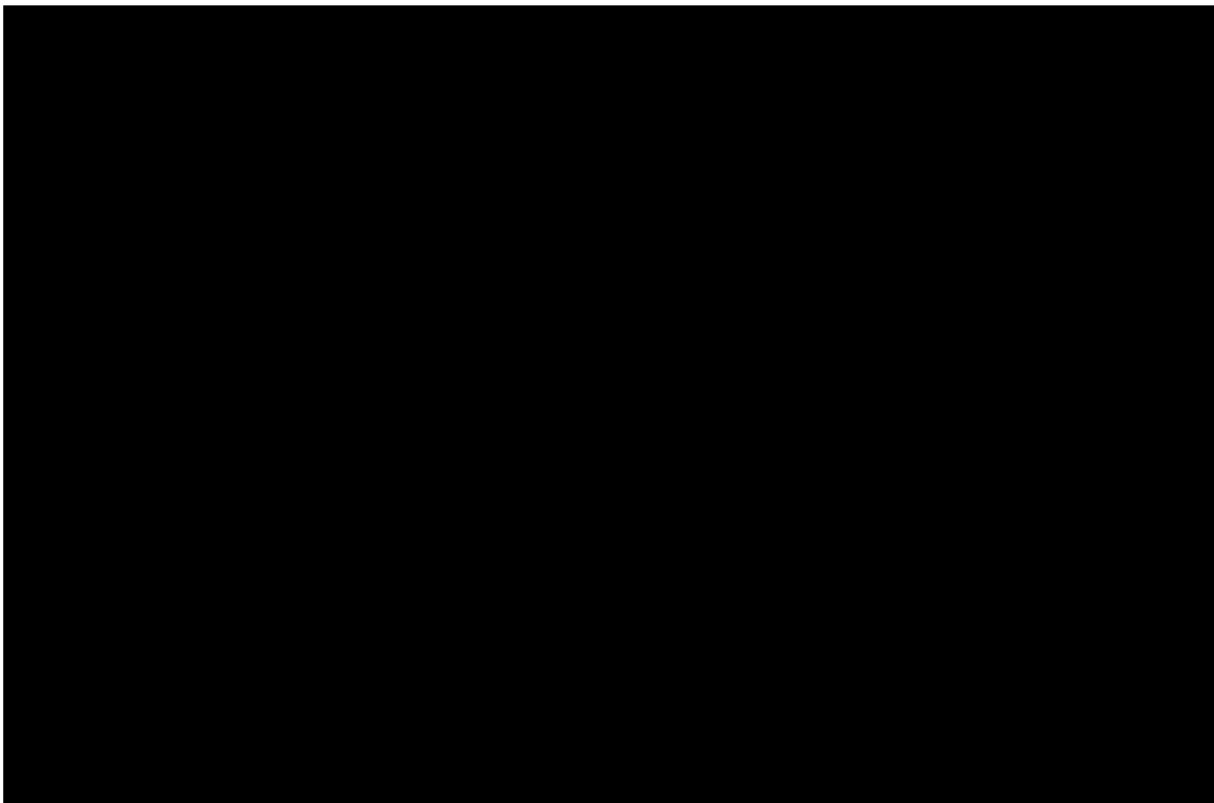
(d) "Agreement" has the meaning set forth in the introduction above.

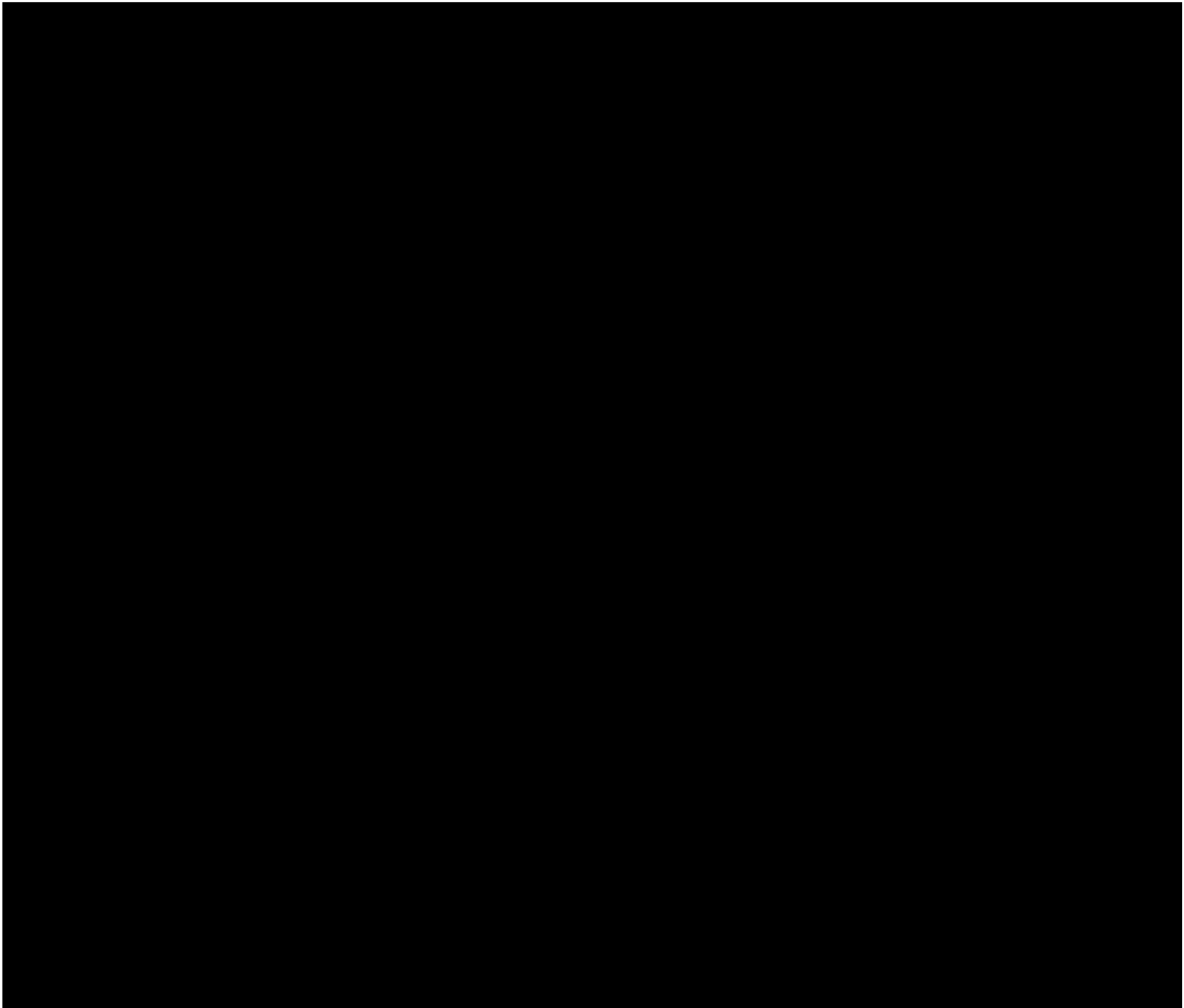


(i) "Bissinger's" has the meaning set forth in the introduction above.

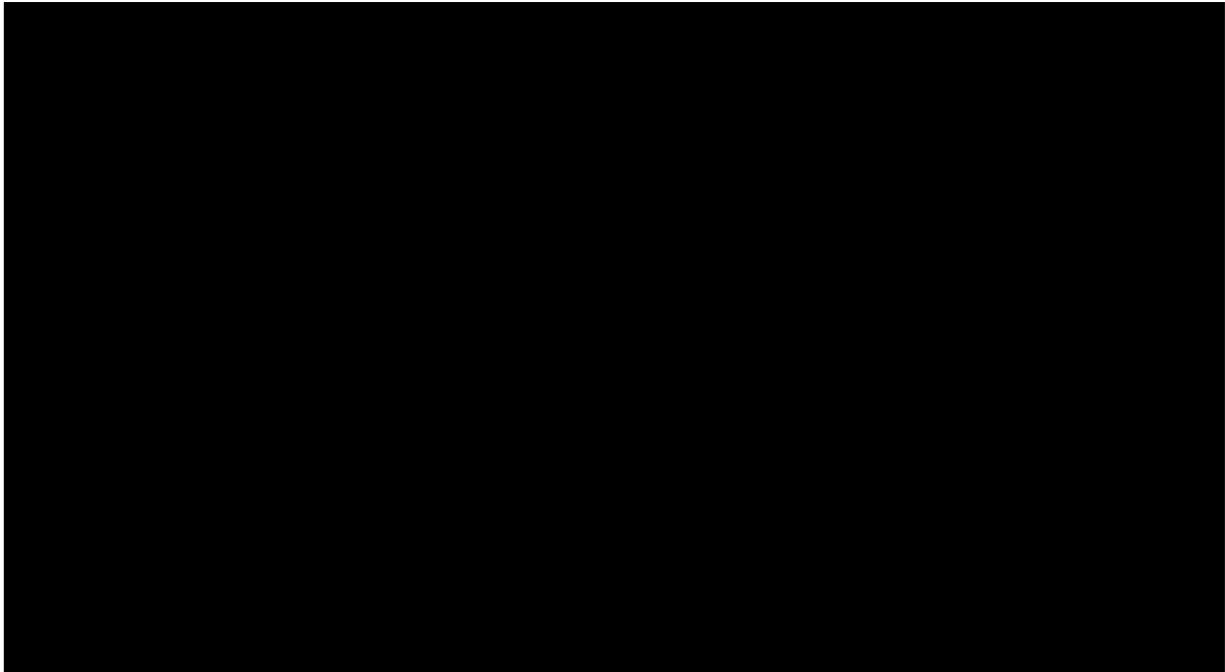


(k) "Business" has the meaning set forth in the Recitals above.





(cc) “Intellectual Property” has the meaning set forth in Section 2.1(a)(iv).



ARTICLE II.  
THE ACQUISITION

Section 2.1. Purchase and Sale of Assets.

- (a) Purchased Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, on the date hereof, Seller agrees to perform all of its obligations pursuant to this Agreement and to convey, sell, assign, transfer and deliver to Purchaser, and Purchaser agrees to perform all of its obligations pursuant to this Agreement and to purchase and accept from Seller, all of the properties, assets and business, of every kind and description, wherever located, constituting all of the assets and properties in which Seller has or purports to have any interest, and which are used or useable in the Business, other than the Excluded Assets (collectively the "Purchased Assets"), some of which are owned and some of which are leased by Seller, as more specifically set forth in this Agreement, including:
- (i) Personal Property. All tangible personal property, other than the Excluded Personal Property (as defined herein), used or useable in the Business including, but not limited, the furniture, equipment, fixtures, machinery, vehicles and other tangible personal property listed on Schedule 2.1(a)(i), together with such additions, modifications and replacements thereto, and subject to deletions therefrom in connection with any such replacements, as may be made by Seller in the ordinary course of business.
  - (ii) Inventory. All inventory of the Business, including the inventory listed on Schedule 2.1(a)(ii);
  - (iii) Business Agreements. To the extent specifically assumed by Purchaser, the Contracts, agreements, employment agreements, personal property leases, real property leases, insurance policy agreements, commitments and orders used or useable in the Business, other than agreements with employees, (together with any security deposits associated with such contracts, agreements, leases, commitments and orders), including the agreements listed on Schedule 2.1(a)(iii), and any renewals, extensions, amendments or modifications thereof, and any agreements otherwise specifically assumed in writing by Purchaser on a case-by-case basis (collectively, the "Assumed Contracts"); provided, to the extent any of such Assumed Contracts are not assignable by Seller to Purchaser, Seller shall provide Purchaser with the benefits of such Assumed Contracts at no additional cost to Purchaser;
  - (iv) Intellectual Property. Any and all United States and foreign (i) patents and patent applications (including docketed patent disclosures awaiting

filing, reissues, divisions, continuations, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto, (ii) trademarks, service marks, certification marks, trade name rights, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof, (iii) copyrights and registrations thereof, (iv) inventions, processes, algorithms, designs, formulae, trade secret rights, know-how, industrial models, recipes, cooking processes, confidential, technical and business information, manufacturing, engineering and technical drawings, and product specifications, (v) intellectual property rights similar to any of the foregoing, (vi) all licenses to any of the foregoing, and (vii) copies and tangible embodiments thereof (in whatever form or medium, including electronic media), including the intellectual property of Seller described on Schedule 2.1(a)(iv) (the "Intellectual Property")

- (v) Computer Hardware and Software; Point-of-Sale Systems. The computer hardware, point of sale systems, and, to the extent assignable, computer software, and computer software licenses used or usable in the Business, together with copies of source code (where available), instruction manuals and other data for the effective use thereof;
- (vi) Other Intangible Assets. All websites, website addresses, e-mail addresses, telephone numbers, telephone listings, customer lists, vendor lists and any and all other intangible assets or proprietary rights (whether registered or under common law), used by Seller in connection with the Business, and all other rights of Seller in and to the Business ("Other Intangible Assets"), including, but not limited to, those Other Intangible Assets described on Schedule 2.1(a)(vi);
- (vii) Licenses and Authorizations. To the extent assignable, the licenses, permits and authorizations used or useable in the operation of the Business, including, specifically, Seller's licenses, permits, and authorizations listed on Schedule 2.1(a)(vii), all of which are assignable except as noted;
- (viii) Records. All logs, books, business and financial records (or true copies thereof) and documents used in connection with the Business, excluding all such items required by law or reasonable standards to be retained by Seller; provided, any such items not retained by Seller shall, upon reasonable request of Seller, be made available to Seller without cost or expense; and provided, further, Purchaser will provide Seller with reasonable advance notice of Purchaser's intent to destroy such items, in which case Purchaser may seek to acquire the same or consent to the destruction of such items without any cost to Seller;



Karl Bissinger, Inc.  
 Intellectual Property (Owned or Licensed)  
 Schedule 2.1(a)(iv)

TRADEMARKS

Trademark	U.S. Registration or Serial Number	Goods or Services
EURO CRUNCH	85613388	Candy (Int'l Class 30)
Bissinger's	Reg. No. 2788791	Candy (Int'l Class 30)
Bissinger's	Reg. No. 2923071	Retail Catalog and online sales of ourmet food products;
Bissinger's (Stylized)	Reg. No. 438968	retail store catalog and online sales of candy (Int'l class 35)
	Ser. No. 77835708	Candy (Int'l Class 30)



B Bissinger's a chocolate experience (and design)

NOTE - EURO CRUNCH is an application in process.

Common Law Trademark Rights:

- EURO CRUNCH
- BISSINGER'S
- BISSINGER'S HANDCRAFTED CHOCOLATIER
- BISSINGER'S FRENCH CONFECTIONS
- BISSINGER'S THE CHOICE OF KINGS AND CONNOISSEURS

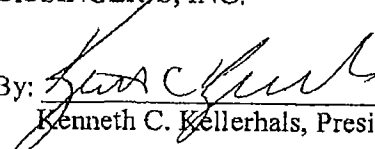
TRADEMARK

**COUNTERPART SIGNATURE PAGE  
TO THE  
ASSET PURCHASE AGREEMENT**

10 This is a counterpart signature page to the Asset Purchase Agreement dated ~~June~~<sup>July</sup> 29, 2012 by and between BISSINGER'S, INC., a Missouri corporation ("Bissinger's"), KENNETH C. KELLERHALS (the "Seller Principal"), EVEN BREAK, INC., a Missouri corporation (the "Subsidiary") and KARL BISSINGER LLC, a Missouri limited liability company, ("Purchaser"). The undersigned by their signatures hereby agree to be bound by the terms and conditions of this Asset Purchase Agreement and this counterpart signature page.

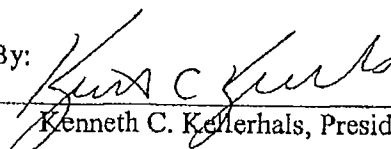
**BISSINGER'S:**

BISSINGER'S, INC.

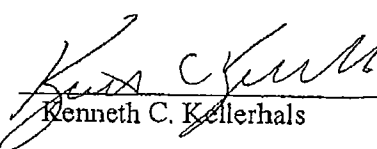
By:   
Kenneth C. Kellerhals, President

**SUBSIDIARY:**

EVEN BREAK, INC.

By:   
Kenneth C. Kellerhals, President

**SELLER PRINCIPAL:**

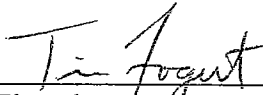
  
Kenneth C. Kellerhals

**COUNTERPART SIGNATURE PAGE  
TO THE  
ASSET PURCHASE AGREEMENT**

This is a counterpart signature page to the Asset Purchase Agreement dated July 12, 2012 by and between BISSINGER'S, INC., a Missouri corporation ("**Bissinger's**"), KENNETH C. KELLERHALS (the "**Seller Principal**"), EVEN BREAK, INC., a Missouri corporation (the "**Subsidiary**") and KARL BISSINGER LLC, a Missouri limited partnership, "**Purchaser**"). The undersigned by its signature hereby agrees to be bound by the terms and conditions of this Asset Purchase Agreement and this counterpart signature page.

**PURCHASER:**

KARL BISSINGER LLC, by its Manager,  
TDF Capital Partners, L.P.

By:   
Timothy R. Fogarty, Manager of the  
General Partner of the Manager