

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LUCAS FINANCING I, LLC		04/15/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	FUSE FRESH FROZEN YOGURT, LLC
Street Address:	101 Longview Plaza, St.
City:	Simons Island
State/Country:	GEORGIA
Postal Code:	31522
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES GEORGIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85705595	FUSE
Serial Number:	85705646	FUSE

CORRESPONDENCE DATA

Fax Number: 7709840098
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 770-984-2300
Email: trademark@gardnergroff.com
Correspondent Name: John W. Greenwald
Address Line 1: 2018 Powers Ferry Road
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30339

OP \$65.00 85705595

ATTORNEY DOCKET NUMBER:	5F12.7-010
NAME OF SUBMITTER:	John W. Greenwald
SIGNATURE:	/John W. Greenwald/
DATE SIGNED:	04/15/2014

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment memorializes a prior agreement between the parties made on December 2, 2013, and as such has retroactive effect (*nunc pro tunc*) as of that date.

WHEREAS, **LUCAS FINANCING I, LLC**, a Georgia limited liability company having an address of 301 Sea Island Road, Suite I, St. Simons Island, GA 31522 (hereinafter "ASSIGNOR"), is the owner of record of the following trademark applications and trademarks:

U.S. Trademark Application Ser. No. 85/705,595 for "FUSE"

U.S. Trademark Application Ser. No. 85/705,646 for "FUSE & design".

WHEREAS, **FUSE FRESH FROZEN YOGURT, LLC**, a Georgia limited liability company having an address of 101 Longview Plaza, St. Simons Island, GA 31522 (hereinafter "ASSIGNEE"), is desirous of acquiring all right, title, goodwill and interest in and to the trademarks and applications listed above from ASSIGNOR;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE the entire right, title and interest in and to said trademarks, applications, and resulting registrations in the United States and throughout the world, including without limitation all goodwill relating thereto and that portion of the business to which the marks pertain, all benefits of prior use, all common law rights therein, and any subsequent trademarks, application(s), and/or registration(s) related to or claiming priority to said trademarks, applications, and registrations, all rights of priority arising from said applications and registrations, and the right to sue and collect damages for any past, present, or future infringement; the same for ASSIGNEE'S legal representatives and assigns, as fully and entirely as the same would have been held by ASSIGNOR had this Assignment and sale not been made;

AND, ASSIGNOR hereby binds itself, its heirs, legal representatives, administrators and assigns properly to execute without further consideration any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything possible to aid ASSIGNEE, its legal representatives and assigns to obtain and enforce proper protection for said trademarks.

IN WITNESS WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer on the date indicated below.

LUCAS FINANCING I, LLC

Date: 4/15/14 Signed: [Signature]
Print Name: Arthur M Lucas
Title: CEO

State of Georgia
County of Glynn

On this 15th day of April, 2014, before me, a Notary Public, came Arthur M. Lucas, to me known and known to be the individual described herein and who executed the foregoing assignment, and duly acknowledged the same to be his free act and deed.

Notary Public: [Signature]

My Commission Expires:

Louise L. Hooper
Notary Public - Georgia
Glynn County
My Commission Expires 01-02-17