

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mary Ann Kliegl		04/01/2014	INDIVIDUAL: UNITED STATES
Valerie J Welch		04/01/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hey Good Cookies, Inc., of Spirit Lake		
Doing Business As:	Hey, Good Cookies!		
Street Address:	1718 Lakeshore Drive		
City:	Okoboji		
State/Country:	IOWA		
Postal Code:	51355		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76033380	HEY, GOOD COOKIES!	
CORRESPONDENCE DATA			
Fax Number:	6126773618		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-215-3304		
Email:	rick@leightonhetland.com		
Correspondent Name:	Richard L. Leighton		
Address Line 1:	222 S 9th St Ste 2960		
Address Line 4:	Minneapolis, MINNESOTA 55402-3302		
NAME OF SUBMITTER:	Richard L. Leighton		
SIGNATURE:	/Richard L. Leighton/		
DATE SIGNED:	08/16/2014		
Total Attachments: 4			
source=2014-04-01 Hey, Good Cookies! Assignment of Trademark - signed#page1.tif			
source=2014-04-01 Hey, Good Cookies! Assignment of Trademark - signed#page2.tif			
source=2014-04-01 Hey, Good Cookies! Assignment of Trademark - signed#page3.tif			
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OP \$40.00 76033380

ASSIGNMENT

THIS ASSIGNMENT is made and given effective as of April 1, 2014 by **Hey Good Cookies Inc.**, an Iowa corporation, **Mary Ann Kliegl and Valerie J. Welch**, for themselves and on behalf of their respective representatives, agents, subrogees, and assigns (collectively "Assignor"), to and in favor of **Hey Good Cookies, Inc., of Spirit Lake**, an Iowa corporation, for itself and on behalf of its representatives, agents, subrogees, and assigns (collectively "Assignee").

- A. WHEREAS, Mary Ann Kliegl and Valerie J. Welch Assignor each and together are the sole owners of Hey Good Cookies Inc.;
- B. WHEREAS, Mary Ann Kliegl and Valerie J. Welch each and together in partnership are registered with the United States Patent and Trademark Office as the owners of the "Hey, Good Cookies!" trademark (hereinafter the "Trademark");
- C. WHEREAS, since its registration, the Trademark has heretofore been continuously owned, used and maintained by the Assignor as part of its ownership and operation of the business known as "Hey, Good Cookies!" located and operated within Spirit Lake, Iowa;
- D. WHEREAS, effective as of this date first written above, Assignee has purchased and acquired substantially all of the Assignor's assets in connection with the business operations for the business known as "Hey, Good Cookies!" located and operated within Spirit Lake, Iowa, and which assets include, among others, Assignor's intellectual property rights owned and maintained with respect to the Trademark; and
- E. WHEREAS, the undersigned parties desire by this Assignment for Assignor to sell, assign and transfer over to Assignee all of Assignor's intellectual property rights used and useful in connection with the ownership and operation of the Trademark, pursuant to the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and as part of the consideration paid and received for Assignee's purchase and acquisition of Assignor's assets and business operations, for One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. **Definitions.** For the purposes of this Assignment, the definitions set forth below shall be applicable:
 - 1.1. **The Business.** The term "Business" is and shall be in reference to the business known as "Hey, Good Cookies!" heretofore owned and operated by the Assignor from its principal place of business located at 1310 - 18th Street in Spirit Lake, Iowa.
 - 1.2. **The Trademark.** The Trademark is and shall be in reference to the "Hey, Good Cookies!" trademark registered with the United States Patent and Trademark Office as U.S. Serial No. 76033380, U.S. Registration No. 2878143, in the names

of Mary Ann Kliegl and Valerie J. Welch, and more specifically described in Exhibit "A" attached hereto.

- 1.3. **Intellectual Property Rights.** The term "Intellectual Property Rights" does and shall mean and include any and all intellectual property rights as may exist in the Trademark, and including any derivation thereof, heretofore owned, possessed, maintained, used and/or useful in Assignor's ownership and/or operation of the Business.
2. **Transfer and Assignment of the Intellectual Property Rights.** Assignor does hereby fully contribute, sell, assign, transfer, convey, waive and release over to Assignee, without limitation, restriction or reservation, any and all of Assignor's rights, title and interest in the Trademark.
3. **Authorization to Record Assignment.** Assignor hereby further authorizes and grants Assignee permission to immediately file with the United States Patent and Trademark Office this Assignment together with any and all other documents as may be required to establish Assignee's ownership of the Trademark and to otherwise maintain the registration of the Trademark in good standing.
4. **Representations, Warranties and Undertakings.**
 - 4.1. **By Assignor.**
 - 4.1.1. Hey Good Cookies Inc. is duly organized, validly existing and in good standing under the laws of the State of Iowa.
 - 4.1.2. Assignor is the sole owner of the Trademark and all Intellectual Property Rights related thereto.
 - 4.1.3. No part of the Trademark and/or the Intellectual Property Rights related thereto has heretofore been sold, conveyed, transferred or otherwise assigned to a third party.
 - 4.1.4. No part of the Trademark and/or the Intellectual Property Rights related thereto is subject to any encumbrance or restriction precluding their transfer and assignment over to Assignee.
 - 4.1.5. The execution, delivery and consummation of this Assignment and the transaction contemplated hereby are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under the articles of incorporation, bylaws or other organizational documents of Hey Good Cookies, Inc., or of any other agreement or instrument to which any of the parties constituting the Assignor is now a party.
 - 4.1.6. All approvals and consents required for Assignor to consummate the transaction contemplated by this Assignment have been obtained.

4.1.7. Assignor (and each of the undersigned persons and entity comprising the Assignor) covenants and agrees to fully cooperate as reasonably requested and required by Assignee and/or the United States Patent and Trademark Office in order for the ownership and registration of the Trademark with said United States Patent and Trademark Office to be changed and transferred over to Assignee.

4.2. By Assignee.

4.2.1. Hey Good Cookies, Inc., of Spirit Lake is duly organized, validly existing and in good standing under the laws of the State of Iowa.

4.2.2. The execution, delivery and consummation of this Assignment and the transaction contemplated hereby are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under the articles of incorporation, bylaws or other organizational documents of Hey Good Cookies, Inc., of Spirit Lake, or of any other agreement or instrument to which said corporation is now a party.

4.2.3. All approvals and consents required for Assignee to consummate the transaction contemplated by this Assignment have been obtained.

4.2.4. Assignee assumes full responsibility for the costs of all filings, actions and proceedings reasonably requested and required of Assignor and/or Assignee by the United States Patent and Trademark Office in order for the ownership and registration of the Trademark with said United States Patent and Trademark Office to be changed and transferred over to Assignee.

5. Miscellaneous.

5.1. Recitals and Statements Deemed Representations. All recitals and statements contained in this Assignment and in any attachment, exhibit, schedule, certificate or other instrument or document attached to this Assignment or delivered by or on behalf of any Party to another Party in connection with the transactions contemplated hereby shall be deemed representations and warranties of such Party, as appropriate.

5.2. Survival. The covenants, representations, warranties, and agreements made by any Party in this Assignment, the attachments, exhibits and schedules hereto, and in the agreements, certificates, instruments and documents delivered in connection with the transactions contemplated hereunder, shall survive the execution of this Assignment.

5.3. No Joint Venture or Enterprise. The Parties acknowledge and agree that, except as otherwise specifically agreed by and between the Parties in writing, no part of

this Assignment is to be deemed part of a joint venture or joint enterprise between the Parties for any purpose.

5.4. Severability. No part of this Assignment will be adversely affected if any other part of it is held invalid or unenforceable.

5.5. Time is of the Essence. The Parties agree that time is of the essence as to all duties of performance under this Assignment.

5.6. Governing Law and Jurisdiction. This Assignment shall be governed by the internal laws, and not by the laws regarding conflicts of laws, of the State of Iowa. Each Party hereby submits to the jurisdiction of the courts of such state, and waives any objection to venue with respect to actions brought in such courts.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment and caused it to become effective as of the date first above written.

ASSIGNOR:

Hey Good Cookies Inc.

By: Mary Ann Kliegl
Mary Ann Kliegl, CEO

Mary Ann Kliegl
Mary Ann Kliegl, individually

Valerie J. Welch
Valerie J. Welch, individually

ASSIGNEE:

Hey Good Cookies, Inc., of Spirit Lake

By: Kelly S. Schatz
Kelly S. Schatz, CEO