

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Bank & Trust		07/29/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HDOS Enterprises		
Street Address:	5942 Priestly Drive		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1610833		
Registration Number:	2302750	HOT DOG ON A STICK	
Registration Number:	2371510	HOT DOG ON A STICK	
Registration Number:	2651663	MUSCLE BEACH LEMONADE & HOT DOGS	
Registration Number:	1603030	LEMONADE	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
<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:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	230324-356286		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	08/21/2014		
Total Attachments: 5			

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TRADEMARK

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RELEASE OF SECURITY INTERESTS – TRADEMARKS

July 29, 2014

WHEREAS, HDOS Enterprises, a California corporation (the “Grantor”), owns the U.S. trademark applications and registrations for various marks identified on Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, the Grantor granted a security interest in the Trademarks, as indicated on Schedule A hereto, to California Bank & Trust, a California corporation (“CB&T”), pursuant to an Intellectual Property Security Agreement dated as of March 13, 2003;

WHEREAS, the Trademarks are being sold pursuant to that certain Asset Purchase Agreement, dated as of July 9, 2014, by and between the Grantor and HDOS Acquisition, LLC (as amended, the “Asset Purchase Agreement”); and

WHEREAS, in connection with the Closing (as defined in the Asset Purchase Agreement), CB&T desires to release its security interests and any and all claims, liens, and other encumbrances in and to the Trademarks.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing, CB&T hereby releases its security interests in the Trademarks and discharges and relinquishes unto Grantor and its successors and assigns any and all right, title and interest, benefit and security interest it has in and to the Trademarks now covered or intended to be covered by the security interest grants made by Grantor to the undersigned, subject to the terms and conditions of the Sale Order (as defined in the Asset Purchase Agreement).

This agreement shall be construed under and governed by the laws of the State of California and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this agreement by facsimile or electronic mail shall be equally effective as delivery of a manually executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this release has been executed as of the date first set forth above.

CALIFORNIA BANK & TRUST, a California corporation

By: 
Name: Robert Hultstrom
Title: Senior Vice President

STATE OF)

) SS:

COUNTY OF)

On the ___ day of July in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public:

My commission expires:

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 07/29/14 before me, Tonga Nguyen, Notary Public
(Here insert name and title of the officer)

personally appeared Robert Hultstrom

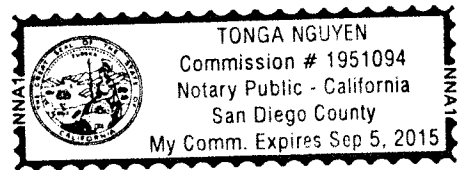
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tonga Nguyen
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

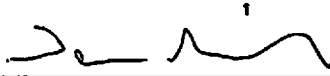
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Release of Security Interests</u> <small>(Title or description of attached document)</small></p> <p><u>Trademarks</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>04</u> Document Date <u>07/29/14</u></p> <p><small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer <u>SR VP</u> <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

HDOS ENTERPRISES, a California corporation

By: 
Name: DAN SMITH
Title: CEO

STATE OF *California*)

) SS:

COUNTY OF *Los Angeles*)

On the 30th day of July in the year 2014 before me, the undersigned, personally appeared *Daniel Wayne Smith*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public:

My commission expires:

September 16, 2017



SCHEDULE A TO RELEASE OF SECURITY INTERESTS – TRADEMARKS

Trademark	Reg No	Reg Date	Status	Owner
HOT DOG ON A STICK (HOT DOG DESIGN)	1,610,833	8/21/1990	Registered	HDOS Enterprises
HOT DOG ON A STICK & MAN W/ HAND DOWN (DESIGN)	2,302,750	12/21/1999	Registered	HDOS Enterprises
HOT DOG ON A STICK & MAN W/ HAND UP (DESIGN)	2,371,510	7/25/2000	Registered	HDOS Enterprises
MUSCLE BEACH LEMONADE & HOT DOGS (DESIGN)	2,651,663	11/19/2002	Registered	HDOS Enterprises
LEMONADE	1,603,030	6/19/1990	Registered	HDOS Enterprises