

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daystar Desserts		12/31/2014	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Dianne's Fine Desserts, Inc.		
Street Address:	4 Graf Road		
City:	Newburyport		
State/Country:	MASSACHUSETTS		
Postal Code:	01950		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2804725	THE ORIGINAL GOURMET CHEESECAKE WORLD'S	
Registration Number:	3844257	DAYSTAR DESSERTS	
Serial Number:	86480525	SINCE 1957 WORLD'S BEST CHEESECAKE THE L	
CORRESPONDENCE DATA			
Fax Number:	2026591559		
<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:	202-457-0160		
Email:	trademark@dickinsonwright.com		
Correspondent Name:	Kathy Bazil, Paralegal		
Address Line 1:	1875 Eye Street NW		
Address Line 2:	Suite 1200		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	51736-27 PERKINS		
NAME OF SUBMITTER:	Kathy Bazil		
SIGNATURE:	/Kathy Bazil/		
DATE SIGNED:	01/13/2015		
Total Attachments: 11			
source=DiannesTMAssignment#page1.tif			

CH \$90.00 2804725

source=DiannesTMAssignment#page2.tif
source=DiannesTMAssignment#page3.tif
source=DiannesTMAssignment#page4.tif
source=DiannesTMAssignment#page5.tif
source=DiannesTMAssignment#page6.tif
source=DiannesTMAssignment#page7.tif
source=DiannesTMAssignment#page8.tif
source=DiannesTMAssignment#page9.tif
source=DiannesTMAssignment#page10.tif
source=DiannesTMAssignment#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), by and between Daystar Desserts, LLC, a Virginia limited liability company (the "Assignor"), and Dianne's Fine Desserts, Inc., a Delaware corporation (the "Assignee"), is dated and effective as of December 31, 2014 (the "Effective Date").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignee, the Assignor and the other individuals and entities listed on the signature pages thereto (the "Purchase Agreement"), the Assignee will acquire certain assets and liabilities of the Assignor (the "Acquisition"); and

WHEREAS, the Assignor is the owner of and has adopted and used or intends to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of the internet domain names (the "Domain Names") as set forth on Exhibit B attached hereto; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignor as part of the Acquisition; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks and the Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, Assignor and the Assignee hereby agree as follows:

1. For and in consideration of the agreements set forth herein and in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks and the Domain Names, and the goodwill associated therewith.
2. Concurrent with the execution and delivery of this Assignment, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.
3. Immediately upon execution of this Assignment, Assignor shall cease all use of the Trademarks and the Domain Names, except to the extent necessary to fulfill its obligations under the Purchase Agreement or this Assignment.
4. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks and the Domain Names, and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignor (excluding maintenance/registration fees and the like due after Closing). Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor, and

TRADEMARK

REEL: 005439 FRAME: 0352

whenever required, will further arrange to have them duly notarized and legalized. Assignor will pay the official charges it incurs in effecting such notarization and/or legalization.

5. If either party to this Assignment breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given fifteen (15) days after receipt of written notice (or, if the breach is not susceptible to remedy within fifteen (15) days, then such longer period as is reasonably necessary) within which to remedy the breach.
6. All notices, requests and other communications required or authorized to be given by either party to the other under this Assignment shall be in writing and shall be deemed to have been given or submitted when delivered as provided in the Purchase Agreement.
7. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of the Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Assignment. No modifications, change or waiver of any of the provision of the Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

Daystar Desserts, LLC
a Virginia limited liability company

By: 

Name: John D. Fernandez

Title: Manager

ASSIGNEE:

Dianne's Fine Desserts, Inc.,
a Delaware corporation

By: _____

Name: Andrew J. Wiegand

Title: Vice President, Treasurer and Secretary

[ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignment has been duly executed by the parties hereto
as of the date first written above.

ASSIGNOR:

Daystar Desserts, LLC
a Virginia limited liability company

By: _____

Name: John D. Fernandez

Title: Manager

ASSIGNEE:

Diamond Pure Desserts, Inc.
a Delaware corporation

By: _____

Name: Andrew J. Wiegman

Title: Vice President, Treasurer and Secretary

[ACKNOWLEDGEMENT PAGE FOLLOWS]

TRADEMARK

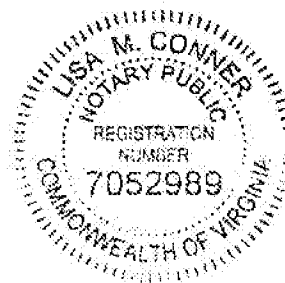
REEL: 005439 FRAME: 0355

ACKNOWLEDGEMENT

Commonwealth of Virginia)
City/County of Richmond)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 30th day of December, 2014, by John D. Fernandez, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Manager of Daystar Desserts, LLC, a Virginia limited liability company, on behalf of such limited liability company.

Lisa M. Conner
Lisa M. Conner, Notary Public
Notary registration number: 7052989
My commission expires: 6-30-18



State of _____)
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of December, 2014, by Andrew J. Wiegand, the Vice President, Treasurer and Secretary of Dianne's Fine Desserts, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

_____, Notary Public
_____, County, State of _____
My commission expires: _____
Acting in the County of _____

ACKNOWLEDGEMENT

Commonwealth of Virginia)
City/County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this ____ day of December, 2014, by John D. Fernandez, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Manager of Daystar Desserts, LLC, a Virginia limited liability company, on behalf of such limited liability company.

_____, Notary Public
Notary registration number: _____
My commission expires: _____


State of Michigan)
County of Wayne)

The foregoing instrument was acknowledged before me on this 30 day of December, 2014, by Andrew J. Wiegand, the Vice President, Treasurer and Secretary of Dianne's Fine Desserts, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of such corporation.

Cynthia Dela Vega, Notary Public
Macomb County, State of Michigan
My commission expires: 2017
Acting in the County of Wayne

EXHIBIT A
TRADEMARK REGISTRATIONS

Federal Trademark Registrations

TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE	REG. DATE
 THE ORIGINAL GOURMET CHEESECAKE WORLD'S BEST CHEESECAKE EST. 1957 & design	Daystar Desserts, LLC	Active	78138500	2804725	United States	06/25/02	01/13/04
DAYSTAR DESSERTS (Word Mark)	Daystar Desserts, LLC	Active	77882065	3844257	United States	11/30/09	09/07/10

Federal Trademark Application


TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE
 SINCE 1957 WORLD'S BEST CHEESECAKE THE LITTLE BAKERY WITH THE BIG NAME. & design	Daystar Desserts, LLC	New Application	86480525	N/A	United States	12/15/14

EXHIBIT B
DOMAIN NAMES

www.worldsbestcheesecake.com

www.daystardesserts.com

EXHIBIT C

TRADEMARK ASSIGNMENT

[See Attached]

TRADEMARK ASSIGNMENT

WHEREAS, Daystar Desserts, LLC, a Virginia limited liability company ("Assignor"), is the owner of and has adopted and used those trademarks listed on Schedule A hereto (all such marks being the "Trademarks"); and

WHEREAS, Dianne's Fine Desserts, Inc., a Delaware corporation, with offices at 4 Graf Road, Newburyport, Massachusetts 01950 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks, in the United States of America and all other countries and jurisdictions of the world, as well as all associated goodwill, as successor to the business of the Assignor to which the Trademarks relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right title and interest in the Trademarks, together with the goodwill of the business associated with the Trademarks.

Executed on the ____ day of December, 2014.

Daystar Desserts, LLC,
a Virginia limited liability company

By: _____

Name: John D. Fernandez

Title: Manager

Commonwealth of Virginia)

City/County of _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this ____ day of December, 2014, by John D. Fernandez, who is personally known to me (or satisfactorily proven) and who voluntarily acknowledged this instrument as Manager of Daystar Desserts, LLC, a Virginia limited liability company, on behalf of such limited liability company.


_____, Notary Public

Notary registration number: _____


My commission expires: _____

SCHEDULE A
Registrations

Federal Trademark Registrations

TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE	REG. DATE
 THE ORIGINAL GOURMET CHEESECAKE WORLD'S BEST CHEESECAKE EST. 1957 & design	Daystar Desserts, LLC	Active	78138500	2804725	United States	06/25/02	01/13/04
DAYSTAR DESSERTS (Word Mark)	Daystar Desserts, LLC	Active	77882065	3844257	United States	11/30/09	09/07/10

Federal Trademark Application

TRADEMARK	OWNER OF MARK	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	FILING DATE
 SINCE 1957 WORLD'S BEST CHEESECAKE THE LITTLE BAKERY WITH THE BIG NAME. & design	Daystar Desserts, LLC	New Application	86480525	N/A	United States	12/15/14