

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spirit Foodservice, Inc.		03/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WNA Cups Illustrated, Inc.		
Street Address:	2155 W. Longhorn Drive		
City:	Lancaster		
State/Country:	TEXAS		
Postal Code:	75134-2916		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4064423	SIDEKICK	
Registration Number:	4365917	FORKSTIR	
Registration Number:	3995263	SIDE KICK	
CORRESPONDENCE DATA			
Fax Number:	6038864796		
<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:	6038866100		
Email:	trademarks@mcr-ip.com		
Correspondent Name:	Maine Cernota & Rardin		
Address Line 1:	547 Amherst St., 3rd Floor		
Address Line 4:	Nashua, NEW HAMPSHIRE 03063		
ATTORNEY DOCKET NUMBER:	WNA083; WNA084; WNA085		
NAME OF SUBMITTER:	David A. Rardin		
SIGNATURE:	/David A. Rardin, Reg. No. 52,153/		
DATE SIGNED:	02/17/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31st day of March, 2014, ("Effective Date"), by and between **SPIRIT FOODSERVICE, INC.**, a Delaware corporation ("Assignor"), and **WNA CUPS ILLUSTRATED, INC.**, a Texas corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 27, 2014, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications and the foreign trademark registrations and trademark applications set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the Assignee and owner of the Marks.

Assignor shall take all further actions and provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's reasonable request (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition,

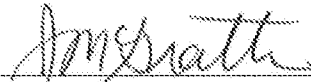
infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

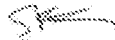
* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned authorized representatives as of the Effective Date.

ASSIGNOR:

SPIRIT FOODSERVICE, INC.

By: 
Name: John M. McGrath
Title: President



ASSIGNEE:

WNA CUPS ILLUSTRATED, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned authorized representatives as of the Effective Date.

ASSIGNOR:

SPIRIT FOODSERVICE, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

WNA CUPS ILLUSTRATED, INC.

By: 
Name: Michael G. Evans
Title: President & CEO

SCHEDULE A

Trademark Name	Country	Serial Number	Filing Date	Registration Number	Registration Date
SPIR-IT	U.S.	714648968	6/17/1953	0,588,761	4/20/1954
SIDEKICK	U.S.	85121814	9/2/2010	4,064,423	11/29/2011
FORKSTIR	U.S.	85663364	6/27/2012	4,365,917	7/9/2013
SIDEKICK	U.S.	85147427	10/7/2010	3,995,263	7/12/2011
STIRSTIC	U.S.	72103814	9/1/1960	0,719,237	8/1/1961