

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.206/02/2015
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ETAS ID: TM343246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heartland Food Products, Inc.		04/30/2015	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Heartland Food Products, LLC		
Street Address:	1900 W. 47th Place, Suite 302		
City:	Westwood		
State/Country:	KANSAS		
Postal Code:	66205		
Entity Type:	CORPORATION: KANSAS Limited Liability Company : Kansas		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76715358	POUR ON THE FLAVOR	
Serial Number:	86559429	WAFFLES FOR ADULTS	
Serial Number:	86559360	WAFFLED PANCAKES	
Serial Number:	86351246	WAFFLE PANINI	
Serial Number:	76715357	LADLE ON THE FLAVOR	
CORRESPONDENCE DATA			
Fax Number:	9185838251		
<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:	918-583-9922		
Email:	pchiu@fdlaw.com		
Correspondent Name:	Frederic Dorwart, Lawyers (Penina Chiu)		
Address Line 1:	Old City Hall		
Address Line 2:	124 East Fourth Street		
Address Line 4:	Tulsa, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	3897.03		
NAME OF SUBMITTER:	Penina Michlin Chiu		
SIGNATURE:	/Penina Michlin Chiu/		
DATE SIGNED:	06/02/2015		

OP: \$140.00 76715358

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into this 30th day of April, 2015 by and between Heartland Food Products, Inc., a Kansas corporation having a place of business at 1900 W. 47th Place, Suite 302, Westwood, Kansas 66205 ("*Assignor*"), and Heartland Food Products, LLC, a Kansas limited liability company having a place of business at 1900 W. 47th Place, Suite 302, Westwood, Kansas 66205 ("*Assignee*") (each a "*Party*," and collectively, the "*Parties*").

WHEREAS, Assignor is the owner of the trademarks, service marks and tradenames set forth on Schedule A attached hereto (collectively, the "*Trademarks*");

WHEREAS, Assignor is using, or in the case of intent-to-use marks, has a bona fide intent to use, the Trademarks in connection with its Business, including without limitation, pancake mixes, waffle mixes, other food products and condiments, leasing, distributing and maintaining waffle and waffled pancake bakers, waffle and waffled pancake batter dispensers, syrup dispensers and certain other commercial food service equipment, and other related goods and services;

WHEREAS, Assignor is party to that certain Membership Interest Purchase Agreement dated April 30, 2015 (the "*Purchase Agreement*") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement and the transactions contemplated thereby, Assignor agreed transfer the Business to Assignee, including: (i) that portion of Assignor's business in which Assignor has a bona fide intent to use the Trademarks, and (ii) all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks;

NOW THEREFORE, for \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the date first written above, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and any and all goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof, as fully and effectually as they would have been held by the Assignor had this Agreement not been made.
2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas (regardless of the laws that might otherwise govern under applicable Kansas conflict of laws principles).

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

HEARTLAND FOOD PRODUCTS, INC.

By: William R. Steeb, President
William R. Steeb, President

SCHEDULE A

Mark	Country	Serial. No.	Reg. No.	Reg. Date	Filing Date
POUR ON THE FLAVOR	US	76/715,358			11/13/2013
WAFFLES FOR ADULTS	US	86/559,429			03/10/2015
WAFFLED PANCAKES	US	86/559,360			03/10/2015
HEARTLAND FOOD PRODUCTS	US, Canada				
HEARTLAND SIGNATURE RECIPES	US, Canada				
WAFFLE PANINI	US	86/351,246			07/29/2014
LADLE ON THE FLAVOR	US	76/715,357			11/13/2013