

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fosters Freeze, LLC		06/01/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fosters Freeze International, LLC		
Street Address:	P.O. Box 2697		
City:	Chino Hills		
State/Country:	CALIFORNIA		
Postal Code:	91709		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2918421	F LITTLE FOSTER	
Registration Number:	1875341	F LITTLE FOSTER	
Registration Number:	1895487	FOSTERS FREEZE FOOD & FOUNTAIN	
Registration Number:	1916656	FOSTERS FREEZE TWISTER	
Registration Number:	1873946	FOSTERS FREEZE	
Registration Number:	1005478	FOSTERS OLD FASHION FREEZE	
Registration Number:	2160784	FOSTERS	
Registration Number:	1019652	LITTLE FOSTER	
Registration Number:	2232525	THE BIG BOSS	
CORRESPONDENCE DATA			
Fax Number:	8057813427		
<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:	805-543-0855		
Email:	copytmlaw@aol.com		
Correspondent Name:	Mary A. Harris		
Address Line 1:	960 Toro Street		
Address Line 4:	San Luis Obispo, CALIFORNIA 93401		
ATTORNEY DOCKET NUMBER:	FOSTERS FREEZE INTL LLC		

OP \$240.00 2918421

NAME OF SUBMITTER:	Mary A. Harris
SIGNATURE:	/Mary A. Harris/
DATE SIGNED:	06/17/2015
Total Attachments: 4 source=TrademarkAssignment#page1.tif source=TrademarkAssignment#page2.tif source=TrademarkAssignment#page3.tif source=TrademarkAssignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made as of June 1, 2015, by and between Fosters Freeze International, LLC, a Delaware limited liability company (the "**Buyer**"), and Fosters Freeze, LLC, a California limited liability company (the "**Seller**"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 1, 2015 (the "**Purchase Agreement**"), by and among the Buyer, the Seller, Lonnie Priester and Randy Fritchie, among other things, the Seller has agreed to transfer, contribute and assign to the Buyer, all of the Seller's right, title and interest in or relating to all of the Seller's trademarks and service marks (registered, unregistered, and those arising by common law), trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof, existing as of the Closing Date, including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "**Marks**");

WHEREAS, the execution and delivery of this Trademark Assignment by the Seller is a condition to the obligations of the Buyer to consummate the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto hereby agree as follows:

1. **Assignment.** The Seller hereby irrevocably assigns to the Buyer: (i) all of the Seller's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Closing Date with respect to the Marks, for Buyer's own use and enjoyment and for the use and enjoyment of Buyer's successors, assigns, or other legal representatives. The Seller agrees to give the Buyer and/or any person designated by the Buyer, at Seller's cost, all reasonable assistance that may be required to perfect the rights granted herein.

2. Registration. The Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Buyer as the assignee and owner of any and all of the Seller's rights in the Marks.

3. Parties in Interest. This Trademark Assignment will be binding upon and inure solely to the benefit of the Buyer and its successor and permitted assigns and be binding upon and enforceable against the Seller and its successors and permitted assigns. Nothing herein, express or implied, is intended to or will be construed to or will confer upon any other Person, any right, claim, cause of action, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment, including, without limitation, by way of subrogation.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law rules thereof. Notwithstanding the choice of law, each of the parties hereto, in respect of itself and its properties, agrees to be subject to (and hereby irrevocably submits to) the jurisdiction of the Minnesota courts, in respect of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein, and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such court. Each of the parties hereto irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection to the laying of the venue of any such suit, action or proceeding brought in the Minnesota courts, and any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum..

5. Counterparts. This Trademark Assignment may be executed in any number of counterparts (any of which may be delivered by facsimile or other electronic transmission), and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature page follows]

SCHEDULE A
Trademarks

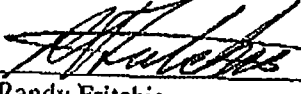
Mark	Registration Date	Registration Number
F LITTLE FOSTER (and Design)	January 18, 2005	2,918,421
F LITTLE FOSTER (and Design)	January 24, 1995	1,875,341
FOSTERS FREEZE FOOD AND FOUNTAIN (and Design)	May 23, 1995	1,895,487
FOSTERS FREEZE TWISTER (and Design)	September 5, 1995*	1,916,656
FOSTERS FREEZE (Stylized)	January 17, 1995	1,873,946
FOSTERS OLD FASHION FREEZE (and Design)	February 25, 1975	1,005,478
FOSTERS (Stylized)	May 26, 1998	2,160,784
LITTLE FOSTER (and Design) – Old Depiction	September 2, 1975*	1,019,652
THE BIG BOSS (Stylized)	March 16, 1999	2,232,525

* Due for renewal in September of 2015.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first above written.

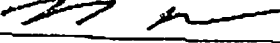
SELLER:

FOSTERS FREEZE, LLC

By: 
Name: Randy Fritchie
Title: President

BUYER:

FOSTERS FREEZE INTERNATIONAL, LLC

By: 
Name: KISHAN PATEL
Title: MANAGING MEMBER

[Signature Page to Trademark Assignment Agreement]