

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354509

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|---|--|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| EIEIO, Inc. | | 05/29/2015 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | WWF Operating Company | | |
| Street Address: | 12002 Airport Way | | |
| City: | Broomfield | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80021 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4212736 | EIEIO | |
| Registration Number: | 4220657 | EIEIO INC. | |
| Registration Number: | 4195892 | FROSTY JOE | |
| Registration Number: | 4212932 | FROSTY JOE CAPPUCCINOS LATTES FROZEN COF | |
| Registration Number: | 4208928 | COFFEE LEGENDS | |
| Registration Number: | 4216608 | COFFEE LEGENDS A LEGEND IN EVERY CUP | |
| Registration Number: | 4204730 | TROPICOW | |
| Registration Number: | 4204731 | TROPICOW FRUIT SMOOTHIES | |
| Registration Number: | 4204728 | MAGICOW | |
| Registration Number: | 4204732 | WHIPTOPPER | |
| Registration Number: | 4389720 | WHIP TOPPER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | (303) 473-2873 | | |
| Email: | docket@hollandhart.com | | |
| Correspondent Name: | Larry H. Tronco | | |
| Address Line 1: | Holland & Hart LLP | | |
| Address Line 2: | P.O. Box 8749 | | |

OP \$290.00 4212736

TRADEMARK

Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER: Larry H. Tronco

SIGNATURE: /LARRY H. TRONCO/

DATE SIGNED: 09/09/2015

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is effective as of May 29, 2015, by and between EIEIO, Inc. ("Assignor") and WWF Operating Company ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Purchase Agreement (defined below).

WHEREAS, Assignor owns the trademarks and service marks set forth in Schedule 1 of this Assignment (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), a Bill of Sale, an Assignment Assumption Agreement, and a Domain Name Transfer Agreement, dated as of May 29, 2015 (the "Assignment Agreements"), relating to the purchase by Assignee from Assignor of certain assets and properties and goodwill associated with the business of the Assignor as is provided in the Assignment Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers and assigns to Assignee, all right, title and interest in and to the Trademarks, together with any registrations for the Trademarks, the goodwill of the business symbolized by the Trademarks, and together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.

2. Assignor hereby agrees to execute all such documents as may be required to transfer and, when applicable, to record the transfer of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates indicated below.

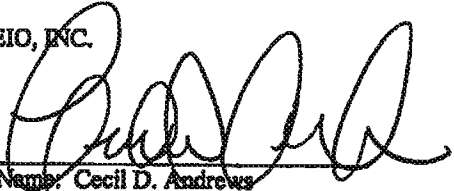
[SIGNATURE PAGE TO FOLLOW]

ASSIGNOR:

EIEIO, INC.

May 29, 2015

By:


Name: Cecil D. Andrews
Title: President, EIEIO, Inc.

ASSIGNEE:

WWF OPERATING COMPANY

May 29, 2015

By:

Name: _____
Title: _____

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*Signature Page to the
Assignment of Trademarks*

**TRADEMARK
REEL: 005619 FRAME: 0635**

ASSIGNOR:

EIEIO, INC.


May 29, 2015

By: _____
Name: Cecil D. Andrews
Title: President, EIEIO, Inc.

ASSIGNEE:

WWF OPERATING COMPANY

May 29, 2015

By: 
Name: Roger Theobald
Title: EVP, General Counsel
+ Secretary

Schedule 1

| Mark | Serial Number/ Registration Number | Jurisdiction | Goods/Services |
|--|--|---------------|--|
| EIEO (Word Mark) | 85,419,522 / 4,212,736 | United States | Int. Cl. 11: Temperature-controlled food and beverage dispensers, and components thereof; Int. Cl. 29: Coffee creamer; whipped topping; Int. Cl. 30: Cappuccino; coffee; flavorings for beverages; Int. Cl. 32: Smoothies |
| EIEIO (Design) | 85,419,525 / 4,220,657 | United States | Int. Cl. 11: Temperature-controlled food and beverage dispensers, and components thereof; Int. Cl. 29: Coffee creamer; whipped topping; Int. Cl. 30: Cappuccino; coffee; flavorings for beverages; Int. Cl. 32: Smoothies |
| FROSTY JOE (Word Mark) | 85,419,776 / 4,195,892 | United States | Int. Cl. 30: Cappuccino; Coffee; Iced coffee |
| FROSTY JOE CAPPUCCINOS LATTES FROZEN COFFEES (Design) | 85,473,209 / 4,212,932 | United States | Int. Cl. 30: Cappuccino; Coffee; Iced coffee |
| COFFEE LEGENDS (Word Mark) | 85,419,770 / 4,208,928 | United States | Int. Cl. 30: Cappuccino, coffee |

| Mark | Serial Number/ Registration Number | Jurisdiction | Goods/Services |
|---|---|---------------------|--|
| COFFEE LEGENDS A LEGEND IN EVERY CUP (design) | 85,419,772 / 4,216,608 | United States | Int. Cl. 30: Cappuccino, coffee |
| TROPICOW (Word Mark) | 85,419,778 / 4,204,730 | United States | Int. Cl. 32: Smoothie |
| TROPICOW FRUIT SMOOTHIES (Design) | 85,419,780 / 4,204,731 | United States | Int. Cl. 32: Smoothie |
| MAGICOW (Word) | 85,419,527 / 4,204,728 | United States | Int. Cl. 11: Temperature-controlled food and beverage dispensers, and components thereof; Int. Cl. 29: Coffee creamer; whipped topping; Int. Cl. 30: Flavorings for beverages |
| WHIP TOPPER (Design) | 85,419,786 / 4,204,732 | United States | Int. Cl. 29: Whipped topping |
| WHIP TOPPER (Word) | 85,419,783 / 4,389,720 | United States | Int. Cl. 29: Whipped topping |