

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CM Coffee Products, LLC		08/11/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Walden-Hays, Inc.		
Street Address:	P.O. Box 1071		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10276		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2120448	FROSTICCINO	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	202.408.4020		
Email:	docketing@finnegan.com		
Correspondent Name:	Julia Anne Matheson		
Address Line 1:	901 New York Avenue, NW		
Address Line 2:	Finnegan, Henderson et al		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	08957.4606		
NAME OF SUBMITTER:	Julia Anne Matheson		
SIGNATURE:	/Julia Anne Matheson/		
DATE SIGNED:	10/05/2015		
Total Attachments: 4			
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OP \$40.00 2120448

ACQUISITION AND ASSIGNMENT AGREEMENT

AUGUST

This Acquisition and Assignment Agreement (the "Agreement") is entered into as of the 11 day of ~~July~~ 2015 (the "Effective Date") by and between Walden-Hays, Inc., with an address at PO Box 1071, New York, New York 10276 (Walden-Hays) and CM Coffee Products, LLC, successor in interest to Coffee Masters, Inc., with an address at 7606 Industrial Court, Spring Grove, Illinois 60081 ("CMCP").

WHEREAS, Coffee Masters, Inc., the predecessor in interest to CMCP, has used the mark FROSTICCINO since at least as early as June 1996 in connection with beverages and beverage mixes; and

WHEREAS, CMCP, as part of the purchase of all assets of Coffee Masters, Inc., acquired all common law trademark rights in and U.S. Trademark Registration No. 2120448 for the FROSTICCINO mark (the "Trademark");

WHEREAS, Walden Hays desires to acquire from CMCP, and CMCP desires to assign, sell, transfer and convey to Walden Hays, all of its right, title and interest in and to the Trademark and all associated FROSTICCINO IP (as enumerated in Exhibit A hereto), and all associated goodwill, on the terms and conditions set forth below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. ASSIGNMENT

In consideration for full payment of the Purchase Price and other good and valuable consideration, the sufficiency and receipt of which is hereby accepted and acknowledged, CMCP hereby immediately sells, assigns and transfers to Walden Hays its entire right, title and interest in and to the Trademark, the FROSTICCINO IP, and all goodwill associated therewith, together with the ability to sue and recover for past violations thereof.

2. CONSIDERATION

Walden Hays shall make a one-time payment of US \$7500 (Seven thousand five hundred dollars) (the "Purchase Price") to CMCP for the purchase of all of CMCP's right, title and interest in the Trademark, the FROSTICCINO IP, and all goodwill associated therewith. Walden Hays shall deliver the Purchase Price in the form of a wire transfer or a certified check.

3. CESSATION OF USE

Upon receipt of the payment referred to in Paragraph 2 above, CMCP shall immediately cease use of the Trademark and shall not thereafter use, register or attempt to register the Trademark or any name, identifier, trademark, trade name, domain name, social media identity, hashtag, symbol or device that incorporates or is confusingly similar to the FROSTICCINO mark for any purpose.

4. REPRESENTATIONS AND WARRANTIES

4.1 CMCP represents and warrants that (i) CMCP is the sole owner of the Trademark and the FROSTICCINO IP; (ii) there are no existing or threatened claims or proceedings by any third party relating to CMCP's use, registration, or ownership of the Trademark or the FROSTICCINO IP; (iii) the Trademark is not subject to any outstanding order, decree, judgment, stipulation, written restriction, undertaking, or agreement that would prevent CMCP from complying with any of its obligations under this Agreement; (iv) the Trademark is not subject to any lien, security interest, mortgage, or other encumbrances; (v) CMCP has not granted any licenses to or authorized any third parties to use the Trademark, or a confusingly similar trademark, service mark, domain name, or trade name for any goods or services; (vi) other than the Trademark, URLs, emails, social media identifies, and other properties set forth in Exhibit A, CMCP does not own any trademark, domain name, social media registration, hashtags, email, or other names, symbols, or devices for the name FROSTICCINO or any confusingly similar mark.

5. MISCELLANEOUS

5.1 This Agreement shall inure to the benefit of and be binding upon each of the parties' agents, representatives, shareholders, officers, directors, employees, assigns, subsidiaries, parent companies and predecessor or successor companies or entities.

5.2 This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior agreements, understandings or statements, whether written or oral, related to such subject matter. No part of this Agreement may be amended, altered or otherwise changed, nor any rights waived, unless in writing duly executed by each of the parties hereto. This Agreement is executed voluntarily and without any duress or undue influence on the parties or their officers, employees, agents, or attorneys and no party is relying on any inducement, promises or representations made by any other party or any of its officers, employees, agents, or attorneys other than as set forth in this Agreement.

5.3 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. A signature received via facsimile or photocopy shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

WALDEN-HAYS, INC.

By: [Signature]
 Name: Alex Yarborough
 Title: VP
 Date: 3-4-15

CM COFFEE PRODUCTS, LLC

By: [Signature]
 Name: SANDRA KNIGHT
 Title: President
 Date: 7/29/15

EXHIBIT A
FROSTICCINO IP

For purposes of the Acquisition and Assignment Agreement, FROSTICCINO IP shall comprise and consist of the following:

Trademark Registration

U.S. Trademark Reg. No. 2120448

URLs N/A

TWITTER N/A

INSTAGRAM N/A

TUMBLR N/A

PINTEREST N/A

FACEBOOK N/A

WORDPRESS N/A