

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Commerce Bank		12/07/2015	state chartered bank: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CD Investors, LLC		
<b>Street Address:</b>	1313 N. Webb Rd., Suite 230		
<b>City:</b>	Wichita		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	67206		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3286342	COCOA DOLCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8663462028		
<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>			
<b>Phone:</b>	316-267-6371		
<b>Email:</b>	bmatthews@foulston.com		
<b>Correspondent Name:</b>	William P. Matthews		
<b>Address Line 1:</b>	1551 N. Waterfront Parkway, Suite 100		
<b>Address Line 4:</b>	Wichita, KANSAS 67206		
<b>ATTORNEY DOCKET NUMBER:</b>	006641-00004		
<b>NAME OF SUBMITTER:</b>	William P. Matthews		
<b>SIGNATURE:</b>	/William P. Matthews/		
<b>DATE SIGNED:</b>	12/08/2015		
<b>Total Attachments: 2</b>			
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source=2015-12-07 Assignment Commerce to CD Invests#page2.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 7, 2015, by **Commerce Bank**, a bank chartered under the laws of the State of Missouri ("Assignor"), to **CD Investors, LLC**, a Kansas limited liability company ("Assignee").

WHEREAS, Assignor, whose principal place of business is 1551 N. Waterfront Parkway, Wichita, Kansas, owns all the right, title and interest in and to the service mark "**COCOA DOLCE,**" registered with the United States Patent and Trademark Office on August 28, 2007, as Registration No. 3,286,342 (collectively, the "Mark"), together with the goodwill of the business associated therewith; and


WHEREAS, Assignor and Assignee, with a place of business of 1313 N. Webb Rd., Suite 230, Wichita, Kansas 67206, have entered into that certain Asset Purchase Agreement dated December 7, 2015 (the "Purchase Agreement"), wherein Assignor is obligated to execute this Trademark Assignment to assign all of the right, title, and interest in said Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, free and clear of all liens, claims, mortgages, security interests, encumbrances and pledges, all of its right, title and interest in and to the Mark, including without limitation, all common law rights in and to the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from use of the Mark, and all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as said interest could have been held and enjoyed by Assignor had this conveyance and assignment not been made. There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants (if any) contained in the Purchase Agreement.

Assignor further agrees, without further consideration, to promptly cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded in all applicable jurisdictions as the owner and proprietor of the rights hereby conveyed.

COMMERCE BANK

Date: 12-7-15

By:   
Name: Chad Hanson  
Title: Senior Vice President

**ACKNOWLEDGEMENT**

STATE OF Kansas )  
COUNTY OF Sedgewick ) ss:

On this 7th day of December, 2015, before me appeared Chad Hanson as the Senior Vice President of Commerce Bank, the person who signed this Trademark Assignment, who acknowledged that he signed it as his free act, with full authority to do so.

My Commission Expires:  
4-22-19

Mary Mingle  
Notary Public

