

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Jolly Llama Company LLC		10/14/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Casper's Ice Cream Inc.		
Street Address:	11805 North 200 East		
City:	Richmond		
State/Country:	UTAH		
Postal Code:	84333		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4666479	DELICIOUS ENLIGHTENMENT	
Registration Number:	3900632	SQUEEZUPS	
Registration Number:	3742355	JOLLY LLAMA	
Registration Number:	3742351	JOLLY LLAMA	
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>			
Email:	craig@altusfirm.com		
Correspondent Name:	Craig L Winder		
Address Line 1:	P.O. Box 4663		
Address Line 4:	Logan, UTAH 84323		
NAME OF SUBMITTER:	Craig I Winder		
SIGNATURE:	/Craig L Winder/		
DATE SIGNED:	12/24/2015		
Total Attachments: 22			
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Asset Purchase, Settlement, and Release Agreement

This Asset Purchase, Settlement, and Release Agreement (“**Agreement**”), and its attached Exhibits, which are incorporated in full by this reference, is effective as of this 14th day of October 2015 (“**Effective Date**”), and entered into by and between The Jolly Llama Company LLC, an Iowa limited liability company (“**Seller**”), and Casper’s Ice Cream Inc., a Utah corporation (“**Buyer**”). Seller or Buyer is a “**Party**,” and Seller and Buyer are the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into a binding letter of intent dated October 8, 2015 (“**LOI**”), under which the Seller and Buyer agreed, among other things, that Seller shall sell certain assets and assign certain liabilities to Buyer, and Buyer shall buy certain assets and assume certain liabilities from Seller, (the foregoing collectively, “**Transaction**”) in connection with Seller’s ice cream and desserts business (“**Business**”); and,

WHEREAS, the Parties desire to memorialize all of the terms of the Transaction by this Agreement.

AGREEMENT

In consideration of the foregoing preamble and recitals, which are incorporated in full in this Agreement by this reference, and the following promises, covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree to the following:

1. Assets. At the Closing (as defined below), Buyer shall purchase from Seller, and Seller sell, assign, and convey to Buyer, all of Seller’s right, title, and interest in and to only those assets (“**Assets**”) listed in attached **Exhibit A**. Except as expressly stated herein, Seller shall not be liable for any Claims (as defined below) arising out of the Assets on or after the Closing Date. Except as expressly stated herein, Buyer shall not be liable for any Claims arising out of assets not listed as Assets, or for any Claims relating to or arising out of the Assets or the Business prior to the Closing Date.
 - a. Receivables. If Seller receives any accounts receivable that are included in the Assets (“**Receivables**”) on or before the Effective Date or on or after the Closing Date (as defined below), Seller shall immediately deliver checks comprising the Receivables to Buyer or, if those checks are made out to Seller, with a check from Seller in an equal amount. To facilitate the payment of Receivables directly to Buyer, the Parties agree on the letter in substantially the form of attached hereto as **Exhibit B** (“**Joint Letter**”).
 - b. Aged Receivables. Receivables aged over 120 days from original invoice date shall be deducted from the Monthly Payments (as defined below).
2. Liabilities. Upon the Closing Date, Buyer shall assume only those liabilities listed in attached **Exhibit C** (“**Liabilities**”). Except as expressly stated herein, Seller shall not be liable for any Claims (as defined below) arising out of the Liabilities on or after the Closing Date. Except as expressly stated herein, Buyer shall not be liable for any Claims arising out of liabilities not listed as Liabilities.
3. Monthly Payments. Beginning November 1, 2015, and continuing every month thereafter for four consecutive years, Buyer shall pay to Seller monthly payments by the 10th day of each calendar month, in an amount equal to one and one-half cents per tube of product sold by Seller using the Assets (“**Seller’s**

Products") in the immediately preceding calendar month ("**Monthly Payments**"). Buyer shall include documentation in reasonably sufficient detail with the Monthly Payments.

4. Closing. The Parties shall close the Transaction described in this Agreement (the foregoing, "**Closing**"), in person or remotely by electronic means, on or before October 14, 2015 ("**Closing Date**"). The Closing and Closing Date shall occur simultaneously.
5. Merger. Upon the Closing Date, the LOI shall terminate.
6. Term. This Agreement shall be effective as of the Effective Date and shall terminate upon on the four year anniversary of this Agreement ("Term").
7. Termination. This Agreement may be terminated as follows: (a) as required by law; (b) by mutual written agreement of the Parties; (c) upon the expiration of the Term; (d) 10 days after a non-breaching Party has delivered written notice of a breach of this Agreement to the breaching Party and such breach remains uncured.
8. Survival. The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: **8, 10, 11, 12, 13, 15, 16, 20, 21 and 23**.
9. Bill of Sale. To effectuate the assignments contemplated herein, Seller shall execute and deliver to Buyer at Closing an executed bill of sale and assignment ("Bill of Sale") in the form attached hereto as **Exhibit C**.
10. Representations and Warranties of Seller. Seller represents and warrants to Buyer the following:
 - a. Seller is a limited liability company, validly existing and in good standing under the laws of the State of Iowa.
 - b. Seller has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.
 - c. The person executing this Agreement on behalf of Seller has been duly authorized to so execute and deliver this Agreement on behalf of Seller.
 - d. As of the Closing, Seller will have all requisite power and authority to execute and deliver the Transaction Documents (as defined below) required to be delivered by Seller to the Buyer at the Closing.
 - e. This Agreement and the Bill of Sale (collectively the "**Transaction Documents**") have been duly executed and delivered by the Seller, constitute the valid and binding obligation of the Seller and is enforceable against Seller in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditor's rights generally or by equitable principles (whether considered in an action at law or in equity) and other customary limitations on enforceability.
 - f. The execution, delivery, and performance by Seller of this Agreement, and all agreements, documents, obligations, and transactions contemplated by this Agreement, do not and will not contravene any provision of, or constitute a default under, any indenture, mortgage, contract, license, or other instrument to which Seller is a party or by which it is bound, and that upon their execution and delivery, this Agreement, and the other documents contemplated by this Agreement, will constitute legal, valid, and binding agreements and obligations of Seller, enforceable in accordance with their respective terms.

- g. Seller has no actual knowledge of any pending or threatened claims concerning infringement of any third party's rights concerning the Assets, including intellectual property that is part of the Assets.
 - h. Seller has sole ownership and control of all of the Assets. The Assets are, and shall be at Closing, free from any and all liens, judgments, interests, security interests or other encumbrances. Seller has obtained any and all necessary consents to transfer the Assets to Buyer.
 - i. To the best of Seller's knowledge, after reasonable inquiry, there are no lawsuits, threatened lawsuits, potential lawsuits, claims or threat of claim, affecting the Business or the Assets, nor are there any claims of ownership to the Assets.
11. Representations and Warranties of Buyer.
- a. Buyer is a corporation, validly existing and in good standing under the laws of the State of Utah.
 - b. Buyer has taken all necessary action to authorize the execution and delivery of this Agreement and to perform its obligations under this Agreement.
 - c. The person executing this Agreement on behalf of Buyer has been duly authorized to so execute and deliver this Agreement on behalf of Buyer.
 - d. As of the Closing, Buyer will have all requisite power and authority to execute and deliver the Transaction Documents required to be delivered by Buyer to the Seller at the Closing.
 - e. This Agreement has been duly executed and delivered by the Buyer, and constitutes the valid and binding obligation of the Buyer and is enforceable against Buyer in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditor's rights generally or by equitable principles (whether considered in an action at law or in equity) and other customary limitations on enforceability.
 - f. Buyer represents and warrants to Seller that no agent, broker, investment banker, or other person engaged by Broker is or will be entitled to any broker's or finder's fee or any other commission or similar fee payable by Buyer or Seller in connection with any of the transactions contemplated by this Agreement.
12. Indemnification by the Seller. Seller hereby agrees that Seller shall indemnify, defend, and hold harmless Buyer and its affiliates, and their shareholders, directors, officers, employees, members, managers, agents, representatives, attorneys, insurers, successors, assigns, and heirs from and against any and all claims, demands, obligations, damages, and liabilities (the foregoing collectively, "Claims") of third party arising out of (a) Seller's breach of any representation or warranty herein, or (b) Seller's breach of **Section 1.a. (Receivables)**.
13. Indemnification by the Buyer. Buyer hereby agrees that Buyer shall indemnify, defend, and hold harmless Seller and its affiliates, and their shareholders, directors, officers, employees, members, managers, agents, representatives, attorneys, insurers, successors, assigns, and heirs from and against any and all Claims of a third party arising out of (a) Buyer's breach of any representation or warranty herein, or (b) Buyer's breach of **Sections 2 (Liabilities) and 3 (Monthly Payments)**.
14. Reserved.
15. Releases. In consideration of the Assets, Liabilities, and Monthly Payments, and except for a Party's obligations to the other Party under this Agreement, each Party for itself and on behalf of each of their affiliates, shareholders, directors, officers, members, managers, employees, agents, representatives, lenders,

investors, contractors, attorneys, insurers, successors, heirs, and assigns, hereby fully, finally, irrevocably and unconditionally forever releases and discharges the other Party from and against any and all Claims of any and every kind and nature whatsoever relating to, arising out of, or in connection with, any agreement to which they were Parties have been or are parties as of the Effective Date, including the Manufacturing Agreement dated March 6, 2015, and other matter as of the Effective Date, whether now existing or that may exist in the future, whether known or unknown, whether initiated by any person or entity not a Party hereto, directly or indirectly, including Claims asserted or which could have been or could be asserted. The releases in this Section are collectively, "Releases."

16. Confidentiality. The Parties shall maintain the contents of the LOI and this Agreement as confidential, except to share with third parties who owe a duty of confidentiality to a disclosing Party, such as an attorney, accountant, or banker, or to enforce the provisions of this Agreement.
17. Cooperation. Seller shall reasonably cooperate with Buyer, at Buyer's expense, to execute and file such documents as Buyer deems necessary or advisable in connection with assigning the Assets to Buyer. Except as expressly stated herein, Seller shall have no other obligations concerning the subject matter hereof, including the Business.
18. Reserved.
19. No Admission, Non-Disparagement. Nothing in this Agreement shall be or be deemed to be an admission of fault by any Party. No Party shall make any disparaging remarks concerning the other Party. Without limiting the scope of the foregoing, neither Party shall make any remarks to any person or entity regarding the financial status, operations or accounting procedures of the other Party.
20. Disclaimer of Warranties. **EXCEPT AS EXPRESSLY STATED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW: (A) SELLER MAKES NO REPRESENTATION, WARRANTY, COVENANT, PROMISE, OR INDUCEMENT TO BUYER, (B) SELLER MAKES NO REPRESENTATION, WARRANTIES, OR PROMISES TO BUYER CONCERNING THE ASSETS, INCLUDING THE COLLECTABILITY OF THE ASSETS OR WHETHER BUYER WILL ACHIEVE ANY PARTICULAR SALES VOLUME OR REVENUE LEVEL USING THE ASSETS, (C) SELLER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE ASSETS, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND (D) THE ASSETS ARE PROVIDED "AS IS" AND "WHERE IS."**
21. Limitation of Damages. **EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A PARTY'S INDEMNITY OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
22. Notices. All notices or other communications given pursuant to this Agreement shall be in writing. Notice shall be given by personal delivery with a signed acknowledgement of receipt, by United States mail, postage pre-paid, return receipt requested, or a reputable, courier service, proof of delivery requested, postage pre-paid. Notice shall be addressed to the Parties as listed below, or such other addresses as the Parties may designate in accordance with this Section:

If to Seller:

The Jolly Llama Company LLC
1389 Center Drive, Suite 200
Park City, Utah 84098

Attn.: Michelle Jacobson

If to Buyer:

Casper's Ice Cream Inc.
11805 North 200 East
Richmond, Utah 84333
Attn.: Paul Merrill, President

23. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, without regard to its conflicts or choice of law principles. The exclusive venue for any judicial action arising out of this Agreement shall be the federal and state courts of competent jurisdiction located in Logan, Utah, Utah if brought by Seller and Salt Lake City, Utah if brought by Buyer, and the Parties waive any objection that such forum is inconvenient. The prevailing Party in any such action shall be entitled to collect from the non-prevailing Party its reasonable costs, fees, and expenses, including, attorneys' fees. These remedies are without limitation to other rights and remedies available to a party under this Agreement, at law, or in equity.
24. Complete Agreement. This Agreement memorializes and constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, and supersedes all prior or contemporaneous negotiations, proposed agreements and agreements, whether oral or written. This Agreement may be modified or amended only by a writing signed by the Parties.
25. Successors, Assigns. The provisions of this Agreement shall be deemed to obligate, extend to, and inure to the benefit of the successors, assigns, transferees and grantees of the Parties.
26. Construction. In the event of a conflict between this Agreement and any attachment, the conflicting term of this Agreement shall prevail. The provisions of this Agreement shall not be construed for or against a party on the basis that a party is deemed the drafter of this Agreement. The parties mutually acknowledge that the provisions of this Agreement are the product of arm's-length negotiations, access to legal representation of its choice, and opportunity to determine the language used herein. The headings of the Agreement are for ease of reference and shall not be deemed to define or limit the scope of any provisions. As used herein, "including" shall be deemed to mean "including, without limitation", each as the context may require. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
27. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void, invalid, or unenforceable, the remainder of the Agreement shall continue in full force and effect as if such provision were not contained herein, and the parties shall agree upon a substitute provision. If the Parties cannot agree on a substitute provision, the court shall select an enforceable substitute provision that most closely approximates the provision being substituted.
28. Waiver. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later.
30. Counterparts. This Agreement may be executed in any number of counterparts, including by electronic signature, and may be exchanged by facsimile or electronic transmission, each of which shall be deemed an original for all purposes and together shall constitute one instrument.

[signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER

THE JOLLY LLAMA COMPANY LLC

By: Scott Jacobson

Name: Scott Jacobson

Its: Founder/Owner

BUYER

CASPER'S ICE CREAM INC.

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER

THE JOLLY LLAMA COMPANY LLC

By: _____

Name: _____

Its: _____

BUYER

CASPER'S ICE CREAM INC.

By: Paul C. Merrill

Name: Paul C. Merrill

Its: CEO

EXHIBIT A

Assets

Exhibit A

ASSETS

All assets of The Jolly Llama Company, including without limitation the following:

1. All inventory
2. All intellectual property, including trademarks, all trade dress, rights to the “Jolly Llama” name, all URLs, including thejollyllama.com, and all social media accounts
3. All recipes and formulations
4. All broker accounts and agreements
5. All distribution accounts and agreements
6. The accounts receivable listed on Exhibit A-1, together with any payments made on the same prior to Closing
7. All UPC code numbers
8. All EDI usernames and passwords

EXHIBIT A-1
ACCOUNTS RECEIVABLE
[ATTACHED]

2:36 PM
10/02/15

The Jolly Llama Company LLC
A/R Aging Detail
As of October 2, 2015

Type	Date	Num	P. O. #	Name	Terms	Due Date
Current						
Invoice	09/03/2015	09031...	2103729	KEHE TOL:KEHE T...	2% 10 Ne...	10/03/2015
Invoice	09/16/2015	09161...	466112912	UNFI WEST:UNFI - ...	2% 10 Ne...	10/16/2015
Invoice	09/16/2015	09161...	416108108	UNFI WEST:UNFI - ...	2% 10 Ne...	10/16/2015
Invoice	09/23/2015	09231...	446113828	UNFI WEST:UNFI - ...	2% 10 Ne...	10/23/2015
Invoice	09/23/2015	09231...	466466561	UNFI WEST:UNFI - ...	2% 10 Ne...	10/23/2015
Invoice	09/23/2015	09231...	456460870	UNFI WEST:UNFI - ...	2% 10 Ne...	10/23/2015
Invoice	09/23/2015	09231...	476482708	UNFI WEST:UNFI - ...	2% 10 Ne...	10/23/2015
Invoice	09/25/2015	09251...	296489	DPI Specialty Foods	2% 10 Ne...	10/25/2015
Invoice	09/25/2015	09251...	2130279	KEHE TOL:KEHE T...	2% 10 Ne...	10/25/2015
Invoice	09/25/2015	09251...	2127910	KEHE TOL:KEHE T...	2% 10 Ne...	10/25/2015
Invoice	09/29/2015	09291...	582752-01	Unified Grocers	2% 10 Ne...	10/29/2015
Invoice	09/30/2015	09301...	456461690	UNFI WEST:UNFI - ...	2% 10 Ne...	10/30/2015
Invoice	09/30/2015	09301...	446114944	UNFI WEST:UNFI - ...	2% 10 Ne...	10/30/2015
Invoice	09/30/2015	09301...	416110092	UNFI WEST:UNFI - ...	2% 10 Ne...	10/30/2015
Invoice	10/01/2015	10011...	2136939	KEHE TOL:KEHE T...	2% 10 Ne...	10/31/2015

Total Current

1 - 30
Total 1 - 30

31 - 60
Total 31 - 60

61 - 90
Total 61 - 90

> 90
Total > 90

TOTAL

2:36 PM
10/02/15

The Jolly Llama Company LLC
A/R Aging Detail
As of October 2, 2015

Aging	Open Balance
	2,732.94
	15,461.50
	5,866.70
	2,340.90
	1,820.70
	5,202.00
	4,725.15
	910.35
	10,547.25
	1,542.24
	3,707.55
	1,479.15
	6,980.55
	7,188.15
	2,311.47
	72,816.60

72,816.60 ✓

EXHIBIT B
Joint Letter

DATE

NAME
TITLE
COMPANY
ADDRESS 1
ADDRESS 2

Re: The Jolly Llama Company LLC

Dear [name]:

We deliver this letter to you to announce that Casper's Ice Cream Inc. ("Casper's") has purchased The Jolly Llama Company LLC ("Jolly Llama"). As part of the purchase, Casper's has assumed certain accounts receivables owing to the Jolly Llama, including your accounts payable to Jolly Llama ("Accounts Payable").

With immediate effect, please make your payments for Accounts Payable payable to:

Casper's Ice Cream Inc.
Attn.: Accounting
11805 North 200 East
Richmond, Utah 84333

If you have any questions about this letter, please feel free to contact:

Keith Lawes
Vice President
(435) 258-2477 ext. 51
klawes@fatboyicecream.com.

Thank you.

Very truly yours,

CASPER'S ICE CREAM INC.

EXHIBIT C
Liabilities

1:37 PM
10/02/15

The Jolly Llama Company LLC

Unpaid Bills Detail

As of October 2, 2015

Type	Date	Num	Due Date	Aging	Open Balance
ALL STATE PACKAGING					
Bill	04/06/2015	1450-...	05/06/2015	149	4,009.56
Bill	04/20/2015	1450-...	05/20/2015	135	3,898.38
Bill	05/18/2015	1450-...	06/17/2015	107	3,377.30
Total ALL STATE PACKAGING					11,285.24
Alliance Sales & Marketing MW Inc.					
Bill	08/01/2015	July 2...	08/31/2015	32	3,401.10
Total Alliance Sales & Marketing MW Inc.					3,401.10
Allison Whiteley					
Bill	08/28/2015	2545	09/27/2015	5	485.63
Total Allison Whiteley					485.63
BELL FLAVORS & FRAGRANCES, INC.					
Bill	07/17/2015	197592	08/16/2015	47	5,562.50
Bill	07/20/2015	197716	08/19/2015	44	1,625.00
Bill	07/24/2015	197818	08/23/2015	40	1,025.00
Total BELL FLAVORS & FRAGRANCES, INC.					8,212.50
Better Health Store					
Bill	08/31/2015	3966	09/30/2015	2	350.00
Total Better Health Store					350.00
Black Sheep Services					
Bill	08/31/2015	4940	09/30/2015	2	976.25
Total Black Sheep Services					976.25
Carlin O'Brien/CA Fortune					
Bill	08/01/2015	July 2...	08/31/2015	32	1,573.56
Total Carlin O'Brien/CA Fortune					1,573.56
Casper's Ice Cream INC.					
Credit	08/28/2015	88069			-5,000.00
Bill	07/27/2015	87681	08/17/2015	46	11,307.60
Bill	07/27/2015	87698	08/17/2015	46	3,981.96
Bill	07/29/2015	87714	08/19/2015	44	250.00
Bill	08/03/2015	87781	08/24/2015	39	250.00
Bill	08/06/2015	87865	08/27/2015	36	10,714.68
Bill	08/10/2015	87880	08/31/2015	32	5,222.88
Bill	08/10/2015	87881	08/31/2015	32	3,748.68
Bill	08/10/2015	87879	08/31/2015	32	5,514.48
Bill	08/20/2015	88010	09/10/2015	22	12,250.44
Bill	08/22/2015	88021	09/12/2015	20	14,975.28
Bill	08/24/2015	88018	09/14/2015	18	12,681.36
Bill	08/28/2015	88073	09/18/2015	14	1,373.70
Bill	08/28/2015	88077	09/18/2015	14	125.00
Bill	09/09/2015	88252	09/30/2015	2	5,016.00
Bill	09/10/2015	88254	10/01/2015	1	945.00
Bill	09/15/2015	88323	10/07/2015		1,980.00
Bill	09/16/2015	88509	10/07/2015		5,984.28
Bill	09/17/2015	88497	10/08/2015		5,705.64
Bill	09/17/2015	88499	10/08/2015		4,186.08
Bill	09/17/2015	88507	10/08/2015		3,596.40
Bill	09/17/2015	88508	10/08/2015		145.00
Total Casper's Ice Cream INC.					104,954.46

2:37 PM
10/02/15

The Jolly Llama Company LLC
Unpaid Bills Detail
As of October 2, 2015

Type	Date	Num	Due Date	Aging	Open Balance
CH ROBINSON WORLDWIDE					
Bill	08/10/2015	60269...	09/09/2015	23	203.00
Bill	08/17/2015	60273...	09/16/2015	16	1,477.78
Bill	08/17/2015	60273...	09/16/2015	16	219.31
Bill	08/19/2015	60275...	09/18/2015	14	3,724.00
Bill	09/15/2015	60286...	10/15/2015		456.00
Total CH ROBINSON WORLDWIDE					6,080.09
Chief Packaging					
Bill	04/03/2015	1502	05/03/2015	152	30,662.53
Bill	05/13/2015	1525	06/12/2015	112	46,974.73
Bill	08/10/2015	1583	09/09/2015	23	46,166.56
Total Chief Packaging					123,803.82
CSI - Concept LLC					
Bill	08/01/2015	July 2...	08/31/2015	32	3,463.00
Total CSI - Concept LLC					3,463.00
Donahue Fitzgerald					
Bill	09/11/2015	209763	10/11/2015		471.50
Total Donahue Fitzgerald					471.50
Earth Fare					
Bill	08/03/2015	330-3...	09/02/2015	30	184.24
Bill	08/12/2015	560-4...	10/02/2015		184.24
Total Earth Fare					368.48
eGOURMET					
Bill	07/20/2015	JL-15...	08/19/2015	44	73.25
Bill	08/03/2015	JL-15...	09/02/2015	30	968.14
Bill	08/17/2015	JL-15...	09/16/2015	16	190.33
Bill	08/24/2015	JL-15...	09/23/2015	9	22.92
Bill	08/24/2015	JL-AF...	09/23/2015	9	5.00
Bill	08/31/2015	JL-15...	09/30/2015	2	170.13
Bill	08/31/2015	JL-MT...	09/30/2015	2	210.00
Total eGOURMET					1,639.77
Emily Lauren Cambron					
Bill	10/01/2015		10/01/2015	1	1,520.00
Total Emily Lauren Cambron					1,520.00
EVERFRESH FRUIT CO.					
Bill	09/18/2015	46708	10/10/2015		2,016.96
Total EVERFRESH FRUIT CO.					2,016.96
Glanbia Nutritionals INC					
Item Receipt	09/26/2012				205.00
Check	09/21/2012				-339.40
Item Receipt	07/08/2015	81205...			1,731.42
Total Glanbia Nutritionals INC					1,597.02
Haggen, INC.					
Bill	09/26/2015	14391...	10/26/2015		71.40
Total Haggen, INC.					71.40
Hanson Logistics INC.					
Bill	09/22/2015	1020622	10/22/2015		348.00
Bill	09/22/2015	1020621	10/22/2015		116.00
Total Hanson Logistics INC.					464.00

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The Jolly Llama Company LLC
Unpaid Bills Detail
As of October 2, 2015

Type	Date	Num	Due Date	Aging	Open Balance
Jon Edwards Photography					
Bill	08/06/2015	3885	09/05/2015	27	7,133.61
Total Jon Edwards Photography					7,133.61
JSO					
Bill	07/08/2015	JSO1...	08/07/2015	56	6,983.20
Bill	07/28/2015	JSO1...	08/27/2015	36	13,125.00
Bill	08/15/2015	JSO1...	09/14/2015	18	9,030.00
Total JSO					29,138.20
Kapstone Container Corp.					
Bill	08/17/2015	31524...	09/16/2015	16	1,249.92
Bill	08/18/2015	31524...	09/17/2015	15	416.64
Bill	08/21/2015	31525...	08/20/2015	12	1,249.92
Bill	09/14/2015	31530...	10/14/2015		833.28
Bill	09/22/2015	31532...	10/22/2015		1,666.56
Total Kapstone Container Corp.					5,416.32
KEHE DISTRIBUTORS					
Bill	08/05/2015	2016 ...	11/06/2015		5,745.00
Total KEHE DISTRIBUTORS					5,745.00
Lauren D'Ambrosio					
Bill	08/17/2015	08/01/...	09/16/2015	16	830.00
Bill	09/14/2015	08/16/...	10/14/2015		550.00
Total Lauren D'Ambrosio					1,380.00
LMI					
Bill	06/03/2015	58915...	07/03/2015	91	208.30
Bill	08/11/2015	59394...	09/10/2015	22	6,323.18
Total LMI					6,531.48
MPS, INC					
Bill	05/06/2015	57102	06/05/2015	119	741.39
Bill	05/15/2015	57299	06/14/2015	110	604.92
Bill	05/22/2015	57478	06/21/2015	103	311.75
Bill	05/27/2015	57784...	06/26/2015	98	232.92
Bill	05/29/2015	57989	06/28/2015	96	1,192.70
Bill	06/05/2015	58272	07/05/2015	89	206.91
Bill	06/12/2015	58483	07/12/2015	82	263.28
Bill	06/19/2015	58660	07/19/2015	75	559.93
Bill	06/26/2015	58940	07/26/2015	68	247.95
Bill	06/26/2015	59114...	07/26/2015	68	243.85
Bill	07/06/2015	59458	08/05/2015	58	1,484.30
Bill	07/12/2015	59640	08/11/2015	52	18.34
Bill	07/17/2015	59819	08/16/2015	47	487.21
Bill	07/24/2015	60026	08/23/2015	40	497.16
Bill	07/27/2015	60293...	08/26/2015	37	262.99
Bill	07/31/2015	60591	08/30/2015	33	537.05
Bill	08/07/2015	60795	09/06/2015	26	395.80
Bill	08/14/2015	60985	09/13/2015	19	408.01
Bill	08/21/2015	61173	09/20/2015	12	426.46
Bill	08/27/2015	61479...	09/26/2015	6	243.18
Bill	08/29/2015	61574	09/28/2015	4	442.54
Bill	09/08/2015	61998	10/08/2015		65.33
Bill	09/14/2015	62215	10/14/2015		228.71
Bill	09/20/2015	62410	10/20/2015		156.96
Bill	09/25/2015	62594	10/25/2015		324.09
Total MPS, INC					10,583.73

The Jolly Llama Company LLC
Unpaid Bills Detail
As of October 2, 2015

Type	Date	Num	Due Date	Aging	Open Balance
Natural Products Expo West					
Bill	03/06/2015	10472...	11/13/2015		3,957.00
Total Natural Products Expo West					3,957.00
NEW SEASONS MARKET					
Bill	07/07/2015	07081...	08/06/2015	57	900.00
Bill	08/11/2015	08111...	09/10/2015	22	1,803.97
Bill	08/17/2015	30958-1	09/16/2015	16	947.40
Bill	09/08/2015	31485-1	10/08/2015		115.23
Total NEW SEASONS MARKET					3,766.60
Partners Alliance Cold Storage Inc.					
Bill	06/30/2015	160753	07/30/2015	64	2,676.11
Bill	07/20/2015	161733	08/19/2015	44	919.11
Bill	07/27/2015	162115	08/26/2015	37	1,537.05
Bill	08/02/2015	162321	09/01/2015	31	207.68
Bill	08/10/2015	162702	09/09/2015	23	1,885.25
Bill	08/23/2015	163181	09/22/2015	10	83.07
Bill	08/24/2015	163291	09/23/2015	9	436.18
Bill	08/30/2015	163582	09/29/2015	3	353.05
Bill	09/13/2015	164198	10/13/2015		477.65
Bill	09/20/2015	164454	10/20/2015		20.77
Total Partners Alliance Cold Storage Inc.					8,595.92
Philly Swirl					
General Journal	06/01/2011	1			-54,894.64
General Journal	09/22/2011	1			-67,893.96
Item Receipt	09/22/2011				32,039.68
Item Receipt	06/01/2011				54,894.64
Item Receipt	09/22/2011				30,927.68
Item Receipt	09/22/2011				4,926.60
Total Philly Swirl					0.00
Pinpoint Data					
Bill	08/01/2015	24051	08/31/2015	32	14.00
Bill	09/01/2015	24337	10/01/2015	1	42.00
Total Pinpoint Data					56.00
Sean Kay					
Bill	09/15/2015	8/16/1...	10/15/2015		871.88
Total Sean Kay					871.88
Sousa & Weber LLP					
Bill	08/31/2015	4630	09/30/2015	2	1,587.61
Total Sousa & Weber LLP					1,587.61
Suzanne's Specialties					
Bill	08/04/2015	A40649	09/03/2015	29	6,160.00
Total Suzanne's Specialties					6,160.00
The Markets LLC					
Bill	07/20/2015	546078	08/19/2015	44	250.00
Bill	07/28/2015	545910	08/27/2015	36	49.50
Total The Markets LLC					299.50
Theresa Dowell Blackinton					
Bill	08/20/2015	Blog P...	09/19/2015	13	500.00
Total Theresa Dowell Blackinton					500.00

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The Jolly Llama Company LLC
Unpaid Bills Detail
As of October 2, 2015

Type	Date	Num	Due Date	Aging	Open Balance
Unified Grocers.					
Bill	08/23/2015	STMT ...	09/22/2015	10	1,266.12
Bill	08/28/2015	PTX6...	09/27/2015	5	108.99
Total Unified Grocers.					1,377.11
Vitamin Cottage Natural Grocers INC					
Bill	08/07/2015	18000...	09/06/2015	26	720.86
Total Vitamin Cottage Natural Grocers INC					720.86
ViWO Inc					
Bill	07/01/2015	PRP-4...	07/31/2015	63	180.00
Total ViWO Inc					180.00
Voco Creative, LLC					
Bill	09/02/2015	623	10/02/2015		4,204.91
Total Voco Creative, LLC					4,204.91
Wanship Enterprises, LLC					
Bill	08/04/2015	15687...	09/03/2015	29	1,197.00
Bill	08/20/2015	15744...	09/19/2015	13	1,188.00
Total Wanship Enterprises, LLC					2,385.00
XPO Logistics					
Bill	07/23/2015	1531136	08/22/2015	41	2,450.00
Total XPO Logistics					2,450.00
Zollinger Commercial Warehousing LLC					
Bill	08/01/2015	10912	08/31/2015	32	1,017.00
Bill	09/01/2015	10997	10/01/2015	1	701.00
Bill	09/02/2015	10610	10/02/2015		251.00
Total Zollinger Commercial Warehousing LLC					1,969.00
TOTAL					377,744.51

1,969.00
377,744.51 ✓

EXHIBIT D
FORM OF BILL OF SALE AND ASSIGNMENT

Pursuant to the terms of the Asset Purchase, Settlement, and Release Agreement of even date herewith ("Agreement") entered into by and between The Jolly Llama Company LLC, an Iowa limited liability company ("Assignor") and Casper's Ice Cream Inc., a Utah corporation ("Assignee"), and in consideration for the covenants and payments made pursuant to the Agreement, Assignor hereby sells, transfers, and assigns to Assignee, all of Assignor's right, title and interest in and to the Assets, as such term is defined in the Agreement, free and clear of all liens and encumbrances, except as provided in the Agreement. This Bill of Sale and Assignment is subject to the terms and conditions set forth in the Agreement and nothing contained in this Bill of Sale and Assignment shall be construed to limit, terminate or expand the representations, warranties and covenants set forth in the Agreement.

Dated October 14th, 2015.

ASSIGNOR:

THE JOLLY LLAMA COMPANY LLC

By: Scott Jacobson

Name: Scott Jacobson

Its: Founder/Owner