

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIBERTY CANDY COMPANY, INC.		04/04/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EBY-BROWN COMPANY, LLC		
<b>Street Address:</b>	1415 Diehl Road, Suite 300N		
<b>City:</b>	Naperville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60653		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3111779	ARCTIC SMOOTHIES	
<b>Registration Number:</b>	4516408	CAFE BEAN	
<b>Registration Number:</b>	3755974	CITY STREET GRILL	
<b>Registration Number:</b>	3518669	JAVA BEAN FRESH GROUND COFFEE	
<b>Registration Number:</b>	2957193	LIBERTY USA	
<b>Registration Number:</b>	4460112	THE FRESH CHEF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312-372-2000		
<b>Email:</b>	jmikulina@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Jennifer M. Mikulina		
<b>SIGNATURE:</b>	/Jennifer M. Mikulina/		
<b>DATE SIGNED:</b>	06/14/2016		

CH \$165.00 3111779

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of April 4, 2016.

**WHEREAS**, LIBERTY CANDY COMPANY, INC., a Pennsylvania corporation (the "Assignor"), is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

**WHEREAS**, the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to EBY-BROWN COMPANY, LLC, a Delaware limited liability company (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Agreement for Purchase and Sale of Assets dated as of the date hereof by and among the Assignor, the Assignee and the other parties thereto (the "Purchase Agreement");

**WHEREAS**, in connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

**WHEREAS**, the parties wish to herein memorialize said assignment, transfer and sale of each of the Assignor's right, title and interest in and to the Marks to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, if any, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by Assignee and to do such other acts as may be reasonably necessary or requested by the Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois.

6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

LIBERTY CANDY COMPANY, INC.

By: \_\_\_\_\_

Name: Gary F. McGuirk, Jr.

Title: CEO/President/Secretary

**ASSIGNEE:**

EBY-BROWN COMPANY, LLC

By: \_\_\_\_\_

Name: Richard Wake

Title: President

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

LIBERTY CANDY COMPANY, INC.

By: \_\_\_\_\_

Name: Gary F. McGuirk, Jr.

Title: CEO/President/Secretary

**ASSIGNEE:**

EBY-BROWN COMPANY, LLC

By: \_\_\_\_\_



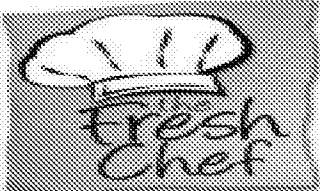
Name: Richard Wake

Title: President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**SCHEDULE A**

**Trademarks**

MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE	GOODS & SERVICES	OWNER
	78/661,727	30-Jun-2005	3111779	04-Jul-2006	30 Int.: Smoothie drinks	Liberty Candy Company, Inc.
	85/965,369	20-Jun-2013	4516408	15-Apr-2014	IC43: Retail coffee shops located in retail convenience stores	Liberty Candy Company, Inc.
CITY STREET GRILL	77/674,829	20-Feb-2009	3755974	02-Mar-2010	35 Int.: Retail hot dog shops located in retail convenience shops	Liberty Candy Company, Inc.
	78/511,339	04-Nov-2004	3518669	14-Oct-2008	IC30: Prepared coffee and cappuccino IC35: Retail coffee shops located in retail convenience stores	Liberty Candy Company, Inc.
LIBERTY USA	78/384,101	15-Mar-2004	2957193	31-May-2005	35 Int.: Wholesale distributorship services in the field of food and nonfood products of the type commonly sold in grocery stores and convenience stores.	Liberty Candy Company, Inc.
	85/795,184	05-Dec-2012	4,460,112	31-Dec-2013	IC29: Salads, namely, fruit, garden and vegetable salads; yogurt IC30: Salads, namely, pasta salads and rice salads; Hoagies; sandwiches, namely, wedges; paninis	Liberty Candy Company, Inc.