

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Cold Dessert Company, Inc.		10/27/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Pinkberry, Inc.		
Street Address:	9311 E. Via de Ventura		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86332533	PINKBEE'S	
CORRESPONDENCE DATA			
Fax Number:	4803624816		
<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:	4803624800		
Email:	jmoody@kahalamgmt.com		
Correspondent Name:	Jenny Moody		
Address Line 1:	9311 E. Via de Ventura		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Jenny Moody		
SIGNATURE:	/Jenny Moody/		
DATE SIGNED:	06/22/2016		
Total Attachments: 1			
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OP \$40.00 86332533

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made effective as of October 27, 2015 ("Effective Date"), by and between CALIFORNIA COLD DESSERT COMPANY, INC., a California corporation ("ASSIGNOR") and PINKBERRY, INC., a California corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the PINKBERRY'S trademark and corresponding U.S. Patent and Trademark Office Application Serial No. 86,332,333, registration and renewals thereof, (individually and collectively, "Mark"), together with the goodwill arising from and in connection with the goods and services with which the Mark is used;

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to ASSIGNEE all of its rights, title, and interest in and to the Mark; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S rights, title and interest in and to the Mark and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers and conveys to ASSIGNEE all of its rights, title, and interest in and to the Mark of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations and the right to apply for any of the foregoing), together with the goodwill of the goods and services associated with the Mark, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present and future infringements or misappropriations of the Mark.

This Assignment shall be binding upon the parties, their successors and assigns and all others acting by, through, with, or under their direction and all those in privity therewith.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full rights, title and interest in and to the Mark, and will not challenge ASSIGNEE'S or any of its licensees' or assignees' use or rights in and to the Mark.

This Assignment shall be governed by and construed in accordance with federal law and the laws of the State of California without regard to conflict of laws principles.

IN WITNESS WHEREOF each party, by and through its authorized representative having full power and authority to enter into and bind his or her respective party to the terms of and obligations contained in the Assignment without further consent or authorization of any kind, have duly executed and delivered this Assignment as of the Effective Date.

"ASSIGNOR"

"ASSIGNEE"

CALIFORNIA COLD DESSERT COMPANY,
a California corporation

PINKBERRY, INC., a California corporation

By: 

By: 

Name: Shelly Hyman

Name: Pawan Kalra

Its: Owner

Its: Chief Financial Officer