TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM469054

Stylesheet Version v1.2

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|----------------------------|
| I Can't Believe It's Yogurt, Ltd. | | 04/06/2018 | Limited Partnership: TEXAS |

RECEIVING PARTY DATA

| Name: | International Franchise Inc. |
|-----------------|------------------------------|
| Street Address: | 210 Shields Court |
| City: | Markham, Ontario |
| State/Country: | CANADA |
| Postal Code: | L3R 8V2 |
| Entity Type: | Corporation: CANADA |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 1358561 | I CAN'T BELIEVE IT'S YOGURT |
| Registration Number: | 1580343 | I CAN'T BELIEVE IT'S YOGURT! |
| Registration Number: | 1634273 | I CAN'T BELIEVE IT'S YOGURT |

CORRESPONDENCE DATA

Fax Number: 3367226558

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.

Phone: 336-722-3700

Email: trademarks@belldavispitt.com

Arthur J. DeBaugh / Bell, Davis & Pitt **Correspondent Name:**

Address Line 1: 100 N. Cherry St.

Address Line 2: Suite 600

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

DOMESTIC REPRESENTATIVE

Name: Arthur J. DeBaugh Address Line 1: 100 N. Cherry Street

Address Line 2: Suite 600

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

NAME OF SUBMITTER: Arthur J. DeBaugh

> **TRADEMARK** REEL: 006313 FRAME: 0023

900446030

| SIGNATURE: | /Arthur J. DeBaugh/ | |
|--|---------------------|--|
| DATE SIGNED: | 04/09/2018 | |
| Total Attachments: 2 | | |
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| source=Assignment of ICBIY TMs and Accomanying Goodwill (US) Apr.09.2018#page2.tif | | |

TRADEMARK REEL: 006313 FRAME: 0024

ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

WHEREAS I Can't Believe It's Yogurt, Ltd., a limited partnership organized and existing under the laws of the State of Texas, United States of America, with an address of 210 Shields Court, Markham, Ontario L3R 8V2, Canada (hereinafter the "Assignor"), is the owner of the trademarks and the registrations therefor in the United States of America as more fully set forth on the attached Exhibit A (the "Marks"), the goodwill of the business associated therewith in and throughout the United States of America and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

WHEREAS International Franchise Inc., a corporation incorporated under the laws of Canada, with an address of 210 Shields Court, Markham, Ontario L3R 8V2, Canada (hereinafter the "Assignee"), is desirous of acquiring the Marks and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (US\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

- 1. Assignor assigns to Assignee all of its rights, title, and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor.
- 2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Assignee which may be required to transfer all of Assignor's rights, title and interest in and to the Marks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

IN WITNESS WHEREOF, we have hereto set our hand(s) and seal(s) on the dates set forth below.

| I Can't Believe It's Yogurt, Ltd., | International Franchise Inc., | |
|---|--|--|
| Assignor | Assignee | |
| By its General Partner, Kayla Foods, Inc. | Control of the Contro | |
| | | |
| Signature | Signature | |
| Name: Aaron Cerruya | Name: Sirmon Serruga | |
| Title: President | Title: Sec-Treas. | |
| Date: April 6, 2018 | Date: April 6, 2018 | |

EXHIBIT A

Trademark Registrations Assigned in United States of America

| Reg. No. | <u>Mark</u> | Class(es) |
|-----------|---------------------------------------|-----------|
| 1,358,561 | I CAN'T BELIEVE IT'S YOGURT | 42 |
| | | |
| 1,580,343 | I Can't Believe It's Yogurt! & Design | 30, 42 |
| | (ICARE BALLEYS IN) | |

1,634,273

I CAN'T BELIEVE IT'S YOGURT

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TRADEMARK REEL: 006313 FRAME: 0026

RECORDED: 04/09/2018