

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEADING EDGE FLAVORS, INC.		09/18/2009	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	INTRASTATE DISTRIBUTORS, INC.		
Street Address:	6400 E. EIGHT MILE ROAD		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48234		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0653485	FROSTIE	
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>			
Phone:	313-528-4882		
Email:	docket@b2iplaw.com		
Correspondent Name:	Bejin Bieneman PLC		
Address Line 1:	2000 TOWN CENTER		
Address Line 2:	SUITE 800		
Address Line 4:	Southfield, MICHIGAN 48075		
NAME OF SUBMITTER:	Thomas E. Bejin		
SIGNATURE:	/Thomas E. Bejin/		
DATE SIGNED:	04/23/2018		
Total Attachments: 6			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF TRADEMARKS

WHEREAS, LEADING EDGE FLAVORS, INC. ("Assignor") is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

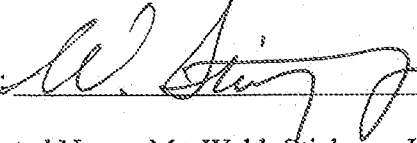
<u>Trademark</u>	<u>Registration No.</u>	<u>Filed</u>	<u>Registration Date</u>
FROSTIE	0,653,485	08/31/1956	10/22/1957
FROSTIE	3,550,092	05/09/2008	12/23/2008
KIST	2,697,947	05/24/2002	03/18/2003

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, Assignor hereby assigns to INTRASTATE DISTRIBUTORS, INC., a Michigan Corporation with principal offices located at 20021 Exeter Street, Detroit, Michigan 48203 ("Assignee"), all of its right, title and interest in the United States in and to said trademarks and the registrations of said trademarks, together with the goodwill of the business associated with said trademarks and said trademark registrations, and all causes of action, known or unknown, pertaining thereto.

Assignor represents that it is the sole owner of all conveyed rights and interests and has full right to make this assignment. Assignor agrees that it will communicate to Assignee or its representatives any material facts known to Assignor respecting said trademark rights. Assignor agrees to sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid said Assignee, its successors, assigns and nominees, to effect the intent of this assignment document.

SIGNED this _____ day of September, 2009

LEADING EDGE FLAVORS, INC.

By: 

Printed Name: Mr. Webb Stickney, Jr.

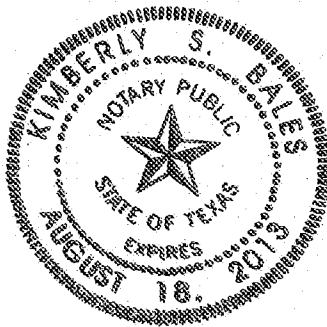
Title: Chief Executive Officer,
Leading Edge Flavors, Inc.

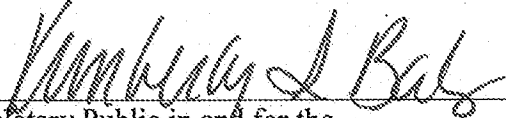
STATE OF TEXAS

§
§
§

COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Webb Stickney, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and in my presence he did acknowledge and state that he is the Chief Executive Officer for Leading Edge Flavors, Inc., the assignor above named, and he further acknowledged that he executed this Assignment on behalf of Leading Edge Flavors, Inc. in his above-stated capacity pursuant to authority duly received from Leading Edge Flavors, Inc.




Notary Public in and for the
State of Texas
My commission expires: 8/18/2013

BILL OF SALE

This Bill of Sale is made as of September ____, 2009, from **LEADING EDGE FLAVORS, INC.**, a Texas corporation (the "Seller") to **INTRASTATE DISTRIBUTORS, INC.**, a Michigan corporation ("Purchaser").

RECITALS:

The Seller and the Purchaser have entered into an Asset Purchase Agreement of even date herewith for the purchase and sale of certain assets (the "Asset Purchase Agreement").

Pursuant to the Asset Purchase Agreement, Seller has agreed to sell and convey to Purchaser and Purchaser has agreed to purchase certain assets owned by the Seller.

AGREEMENT:

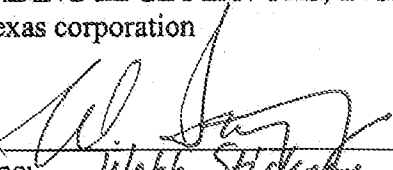
In consideration of the agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Conveyance of Assets.** Seller hereby sells, conveys, transfers and assigns unto Purchaser all of Seller's right, title and interest in and to Seller's trademarks, franchise, license, formulas and other distribution rights related to "Frostie" and "Kist", trademarks and the internet domain name: www.frostie.biz, the can and fountain license agreements, along with all related raw materials and finished goods, as set forth on Exhibit A, attached and made a part hereof.
2. **Additional Rights and Obligations of the Parties.** Seller and Purchaser hereby agree and acknowledge that this Bill of Sale is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement and that the execution and delivery of this Bill of Sale shall not impair, diminish or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth herein. In the event of a conflict between the terms of this Bill of Sale and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Representations.** Seller warrants and represents that the assets are sold and conveyed to the Purchaser free and clear of any liens, claims and encumbrances.
4. **Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLER:

LEADING EDGE FLAVORS, INC.,
a Texas corporation

By: 
Name: Webb Stickerby
Title: CEO

PURCHASER:

INTRASTATE DISTRIBUTORS, INC.,
a Michigan corporation

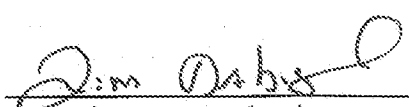
By: 
Name: Tim Dabst
Title: President

EXHIBIT A

Trademarks:

Frostie - Registration No. 3550093
Frostie - Registration No. 0653485
Kist - Registration No. 2697947

Franchises:

License:

Formulas:

Can License Agreement:

Fountain License Agreement:

Domain Name: www.frostie.biz

Inventory of Raw Materials:

Inventory of Finished Goods:

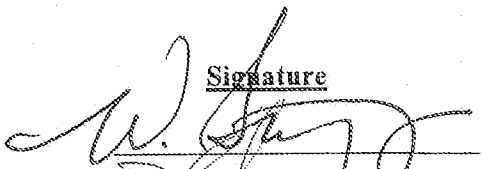
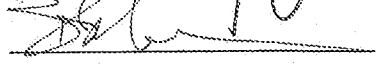
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INCUMBENCY CERTIFICATE

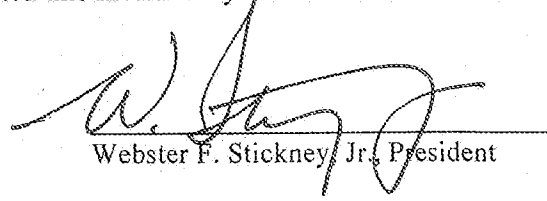
Dated: September 18th, 2009

Pursuant to Section 8.1.5 of the Asset Purchase Agreement (the "Purchase Agreement"), dated September 18th 2009, by and between LEADING EDGE FLAVORS, INC., a Texas corporation (the "Company"), as Seller, and INTRASTATE DISTRIBUTORS, INC., a Michigan corporation (the "Purchaser"), the undersigned hereby certifies in his capacity as an officer of the Company to Purchaser as follows:

Set forth below is a list of certain duly elected, qualified and acting officers of the Company, each of whom serves in the capacity set forth opposite such officer's name. The signature set forth opposite each such officer's name is the genuine signature of such officer.

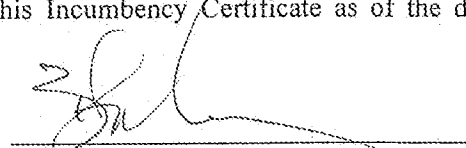
<u>Name</u>	<u>Title</u>	<u>Signature</u>
Webster F. Stickney, Jr.	President	
Brett Moore	Secretary and Treasurer	

IN WITNESS WHEREOF, I have executed this Incumbency Certificate as of the date first above written.


Webster F. Stickney, Jr., President

I, Brett Moore, Secretary and Treasurer of the Company, hereby certify that Webster F. Stickney, Jr., as of the date hereof, is the duly elected, qualified and acting President of the Company and that the signature set forth above is his true and correct signature.

IN WITNESS WHEREOF, I have executed this Incumbency Certificate as of the date first above written.


Brett Moore, Secretary and Treasurer