

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500094

<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>
SWEETFROG ENTERPRISES, LLC		09/25/2018	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MTY FRANCHISING USA, INC.		
<b>Street Address:</b>	9311 E. Via de Ventura		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85258		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4390771	SWEETFROG	
<b>Registration Number:</b>	4390965	SWEETFROG	
<b>Registration Number:</b>	4390565		
<b>Registration Number:</b>	4390963		
<b>Registration Number:</b>	4390772	SWEETFROG	
<b>Registration Number:</b>	4390966	SWEETFROG	
<b>Registration Number:</b>	3992399	SWEETFROG	
<b>Registration Number:</b>	4102511	SWEETFROG	
<b>Registration Number:</b>	4431150	SWEETFROG	
<b>Registration Number:</b>	4637921	SWEETFROG	
<b>Registration Number:</b>	4218945	SWEETFROG PREMIUM FROZEN YOGURT	
<b>Registration Number:</b>	4431157	SWEETFROG PREMIUM FROZEN YOGURT	
<b>Registration Number:</b>	4182090	SWEETFROG	
<b>Registration Number:</b>	4431158	SWEETFROG PREMIUM FROZEN YOGURT	
<b>Registration Number:</b>	4386679	SWEETFROG	
<b>Registration Number:</b>	4386874	SWEETFROG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4803624816		

OP \$415.00 4390771

TRADEMARK

**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:** 480 362 4800  
**Email:** jmoody@kahalamgmt.com  
**Correspondent Name:** Jenny Moody  
**Address Line 1:** 9311 E. Via de Ventura  
**Address Line 4:** Scottsdale, ARIZONA 85258

<b>NAME OF SUBMITTER:</b>	Jenny Moody
<b>SIGNATURE:</b>	/Jenny Moody/
<b>DATE SIGNED:</b>	11/30/2018

**Total Attachments: 7**

source=IP Assignment (USA) -US marks#page1.tif  
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**INTELLECTUAL PROPERTY ASSIGNMENT**  
**(United States)**

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made effective as of September 25, 2018 ("Effective Date"), by and between SWEETFROG ENTERPRISES, LLC, a Virginia limited liability company ("ASSIGNOR"), and MTY FRANCHISING USA, INC., a Delaware corporation ("ASSIGNEE").

Recitals

A. ASSIGNOR is the owner of the United States trademark registrations and applications, including, without limitation, all renewals, extensions or common law rights therein (individually and collectively, "Marks") as further described in "**Exhibit A**," attached hereto and incorporated in this Assignment by reference, together with the goodwill of the business symbolized thereby in connection with the goods and services with which the Marks are used.

B. ASSIGNOR is the owner of certain Intellectual Property with respect to the Acquired Business, as both capitalized terms are defined in the APA (defined below) (the "Other Transferred Intellectual Property"), in addition to the Marks.

C. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Other Transferred Intellectual Property (including, without limitation, those set forth in "**Exhibit B**" attached hereto and incorporated in this Assignment by reference), (collectively, "IP") and the goodwill of the business symbolized thereby.

D. ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the IP and the goodwill symbolized thereby, in connection with and pursuant to that certain Asset Purchase Agreement dated September 1, 2018, (the "APA") between ASSIGNOR, ASSIGNEE, and certain other parties thereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. The Recitals set forth above are hereby incorporated into this Assignment.
2. ASSIGNOR hereby irrevocably sells, transfers, assigns, delivers and contributes to ASSIGNEE all of its right, title, and interest in and to the IP, as well as ASSIGNOR's right, title, and interest 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 IP 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 business associated with the IP, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.
3. ASSIGNOR further assigns to ASSIGNEE all rights to receive all income, royalties, damages, profits and payments of damages accruing from past, present and future infringement, dilution, misappropriation, misuse and unauthorized use of the assigned rights and interests herein.

4. ASSIGNOR further covenants that it will promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the IP.

5. Notwithstanding the above, ASSIGNOR further appoints ASSIGNEE as its attorney-of-fact and grants to it an irrevocable, Special Power of Attorney solely for the limited purpose of executing documents and making filings with appropriate governmental agencies necessary to memorialize and vest in Assignee its full rights in the IP transferred to Assignee pursuant hereto, as necessary or appropriate to satisfy the terms and conditions of this Assignment and the APA from and after the closing date of the transactions contemplated by this Assignment and the APA, as ASSIGNOR might or could do if personally present, hereby ratifying all that is done as ASSIGNOR's attorney-in-fact, shall lawfully be done or cause to be done by virtue of this Special Power of Attorney to obtain, protect, maintain or enforce ASSIGNOR's IP rights if ASSIGNEE is, for any reason, unable to obtain ASSIGNOR's cooperation or assistance as set forth herein. For the avoidance of doubt, the foregoing authorization shall not be construed to permit Assignee to initiate or prosecute any litigation or other adverse proceedings, or to incur any liability or obligation, in Assignor's name or otherwise on Assigner's behalf. The Special Power of Attorney granted by this Assignment shall survive the dissolution of ASSIGNEE and the termination or expiration of this Assignment.

6. 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.

7. The terms of this Assignment shall not be modified except by an agreement in writing signed by both parties hereto. No waiver by either party of a breach or default hereunder shall be deemed waiver by such party of a subsequent breach or default of a like or similar nature.

8. Except to the extent governed by the United States Trademark Act of 1964 (Lanham Act, 15 U.S.C. § 1051 et seq.) or other federal law, this Assignment shall be governed and construed in accordance with the laws of the State of Arizona, without reference to its conflict of laws principles.

9. This Assignment, all Exhibits and all authorized amendments hereto and all reports and other documents referenced in this Assignment shall be subject to the terms of the APA. In the event of any conflict between the terms of the APA and this Assignment, including the scope or breadth of any representation or agreement relating to the IP, the terms of the APA will govern. The Assignor makes no representation or warranty with respect to the IP, and no covenant with regard to the costs associated with the transfer of the IP to the Assignee, other than as expressly set forth in the APA.


10. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Assignment. Any signatures to this Assignment or as required by this Assignment may be submitted by a party to the other party via facsimile or in a scanned .pdf or similar file and shall be deemed an original signature binding on such party for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each party, by and through its respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

SWEETFROG ENTERPRISES, LLC, a Virginia limited liability company

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

MTY FRANCHISING USA, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Kim Lane  
Its: Sr. VP & Deputy GC

IN WITNESS WHEREOF, each party, by and through its respective authorized representative, who each have full authority and consent, without further approval of any kind, to execute and bind his or her respective party to the obligations set forth in this Assignment, have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

SWEETFROG ENTERPRISES, LLC, a Virginia limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**



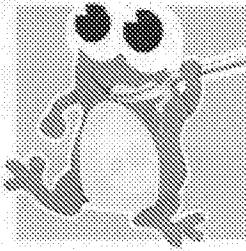
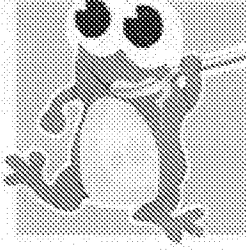
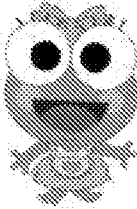
MTY FRANCHISING USA, INC., a Delaware corporation

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

Name: Kim Lane

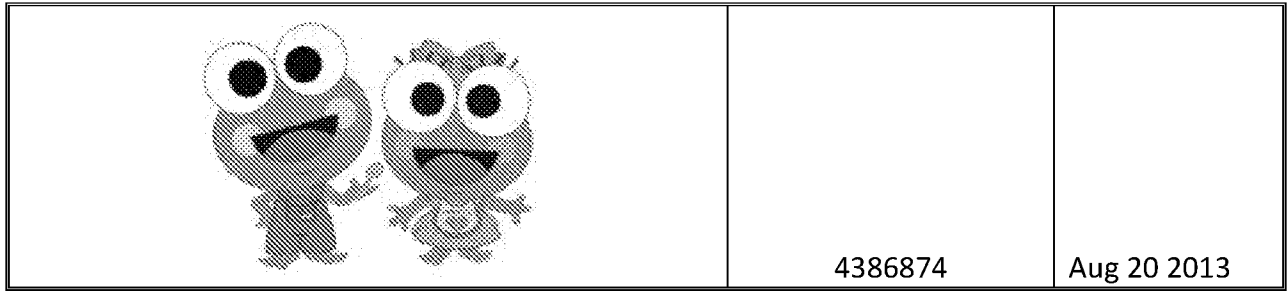
Its: Sr. VP & Deputy GC

**EXHIBIT A**  
**Schedule of U.S. Trademarks**

Mark	Registration / Application Number	Registration/ Application Date
	4390771	Aug 27 2013
	4390965	Aug 27 2013
	4390565	Aug 27 2013
	4390963	Aug 27 2013
	4390772	Aug 27 2013

	4390966	Aug 27 2013
sweetfrog	3992399	Jul 12 2011
SWEETFROG	4102511	Feb 21 2012
sweetfrog	4431150	Nov 12 2013
SWEETFROG	4637921	Nov 11 2014
	4218945	Oct 2 2012
	4431157	Nov 12 2013
	4182090	Jul 31 2012
	4431158	Nov 12 2013
	4386679	Aug 20 2013





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