

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Osmani		04/23/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Chocolate Shoppe Ice Cream Company, Inc.		
Street Address:	2221 Daniels St.		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53718		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4136033	BANG!! CAFFEINATED ICE CREAM	
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:	2624047026		
Email:	john@theoremIP.com		
Correspondent Name:	john osmani		
Address Line 1:	P.O. Box 511485		
Address Line 4:	Milwaukee, WISCONSIN 53203		
NAME OF SUBMITTER:	John Osmani		
SIGNATURE:	/John M. Osmani/		
DATE SIGNED:	05/01/2019		
Total Attachments: 5			
source=2019-05-01 Bang Assignment signed#page1.tif			
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OP \$40.00 4136033

TRADEMARK ASSIGNMENT

April 23, 2019
VIA E-MAIL

Chocolate Shoppe Ice Cream Company, Inc.
2221 Daniels St.
Madison, WI 53718

Dear Chocolate Shoppe Ice Cream Company, Inc.:

This letter agreement (this "**Agreement**") sets forth the agreement between John Osmanski ("**Assignor**") and Chocolate Shoppe Ice Cream Company, Inc. ("**Assignee**") with respect to the Acquired Rights (as defined below).

1. **Quitclaim.** In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, all of Assignor's right, title, and interest of every kind and nature in and to the trademark of "Bang!! Caffeinated Ice Cream" including registration certificate, #4,136,033, issued for by the U.S. Trademark Office on May 1, 2012 (attached as Exhibit A), and all associated rights thereto.

2. ("**Acquired Rights**"). The Acquired Rights include without limitation any:

(a) trademark together with the goodwill of the business connected with the use of, and symbolized by, such marks, whether registered or unregistered;

(b) issuances, extensions, and renewals of any registrations and applications related thereto;

(c) claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Acquired Rights, if any, without any representations or warranties of any kind.

4. Further Assurances. From and after the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in the City of Madison and County of Dane, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

John Osmani

By: 

Chocolate Shoppe Ice Cream Company, Inc.

By: 

Name: DAVE DEADMAN

Title: CEO

Exhibit A

United States of America
United States Patent and Trademark Office

BANG!! CAFFEINATED ICE CREAM

Reg. No. 4,136,033

Registered May 1, 2012

Int. Cl.: 30

TRADEMARK

PRINCIPAL REGISTER

OSMANSKI, JOHN M (UNITED STATES INDIVIDUAL)
P.O. BOX 511485
MILWAUKEE, WI 53203

FOR: CAFFEINATED ICE CREAM, IN CLASS 30 (U.S. CL. 40).

FIRST USE 3-20-2011; IN COMMERCE 3-20-2011

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAFFEINATED ICE CREAM" APART FROM THE MARK AS SHOWN, APART FROM THE MARK AS SHOWN.

SN 85-022,627, FILED 4-25-2010.

CHRISTOPHER BUONGIORNO, EXAMINING ATTORNEY



David S. Kyjpas

Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 006634 FRAME: 0469

REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*
What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.