

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOSGES, LTD.		03/30/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	VOSGES IP, LLC		
Street Address:	2211 N. Elston Avenue, Suite 203		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60614		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855316	VOSGES HAUT-CHOCOLAT	
CORRESPONDENCE DATA			
Fax Number:	(303)451-5959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ejv2800@aol.com		
Correspondent Name:	Elizabeth J. Verdisco, Esq.		
Address Line 1:	13348 Pearl Circle		
Address Line 4:	Thornton, COLORADO 80241		
NAME OF SUBMITTER:	Elizabeth J. Verdisco		
Signature:	/Elizabeth J. Verdisco/		
Date:	03/30/2011		
Total Attachments: 7 source=Vosges Vosges Haut-Chocolat Assignment Doc SIGNED Transfer Agreement #page1.tif source=Vosges Vosges Haut-Chocolat Assignment Doc SIGNED Transfer Agreement #page2.tif source=Vosges Vosges Haut-Chocolat Assignment Doc SIGNED Transfer Agreement #page3.tif source=Vosges Vosges Haut-Chocolat Assignment Doc SIGNED CTA Ltd. #page1.tif source=Vosges Vosges Haut-Chocolat Assignment Doc SIGNED IP LLC #page1.tif source=Vosge IP, LLC Articles_of_Organization_-_Vosges_IP,_LLC#page1.tif source=Vosge IP, LLC Articles_of_Organization_-_Vosges_IP,_LLC#page2.tif			

OP \$40.00 3855316

INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AND ASSIGNMENT AGREEMENT ("Agreement") is entered into on March 24, 2011 ("Effective Date"), between assignor Vosges, Ltd. ("Vosges" or "Company"), an Illinois corporation with its principal place of business at 2211 N. Elston Avenue, Suite 203, Chicago, IL 60614, and assignee, Vosges IP, LLC ("VIP"), an Illinois limited liability company with its principal place of business at 2211 N. Elston Avenue, Suite 203, Chicago, IL 60614.

TERMS

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the Parties agree as follows:

- 1. General Terms.** Vosges engages in the business of producing and selling confectionary items, yoga instruction materials and products, and clothing. Vosges and VIP are related companies (collectively referred to as a "Party" or the "Parties").
- 2. Trademarks.** Company owns the trademark "Vosges Haut-Chocolat" ("Mark"). The Mark received registration on the Principal Register on October 5, 2010, Registration Number 3855316. Upon valuable consideration received and acknowledged, Company agrees to transfer the Mark from Vosges, Ltd. and assign the Mark to Vosges IP, LLC.
- 3. Good Standing.** Vosges and VIP confirm that they are in good standing with the Illinois Secretary of State. Company was validly formed on December 8, 1997 and was assigned File Number 59698958 in the records of the Illinois Secretary of State, Business Division. VIP was validly formed on December 19, 2008 and was assigned File Number 02736535 in the records of the Illinois Secretary of State, Business Division.
- 4. Assignment.** For consideration received and accepted, Vosges agrees to assign and transfer to VIP all of the right, title, and interest in and to the Mark, including without limitation modifying the Registrant's name on file with the U.S. Patent and Trademark Office. The transfer shall be validated based on the submission of and acceptance of an "Assignment" and "Recordation Cover Sheet" by the Assignment Division of the U.S. Patent and Trademark Office. Vosges also transfers all of the goodwill and brand equity associated with the Mark, including any and all rights that are associated with the Mark and any future claims not addressed in this Agreement. The transfer shall be effective and closed upon the Effective Date set forth in this Agreement, with Consent to Action Agreements, if applicable, drafted and subsequently signed by each Party to satisfy its individual business protocols. The transfer shall be complete upon the acceptance of the Agreement and applicable assignment and recordation cover sheet with the Assignment Division of the U.S. Patent and Trademark Office.
- 5. Warranties.** Both Parties warrant that: (1) they have the authority to enter into this Agreement; (2) the transfer complies with all local, state, federal or any other applicable laws, and the respective operating agreements, other business protocols established by

each Party, or any other agreement; and (3) neither Party is in any way prohibited from entering into this Agreement.

Company also warrants that: (1) the Mark is an original work owned by Vosges; (2) the Mark is transferred free from encumbrances and there are no pending or potential intellectual property infringement claims, suits, demands, or awards, or any other claims, suits, demands, and awards associated with the Mark; and (3) no third party consent, license, or agreement prohibits the execution of the transfer and assignment of the Mark to VIP. Vosges shall notify VIP immediately should any facts arise that would alter the assertions set forth under this Section.

6. Delivery of Documents. Upon the execution of this Agreement, each Party shall deliver to the other Party any supporting documents, signed if applicable, to effect the transfer and assignment of the Mark, and all related matters. Company shall bear the cost of formally transferring and assigning the Mark through the U.S. Patent and Trademark Office.

7. Notice. Any notice required or permitted to be given under this Agreement must be made in writing and may be sent via facsimile transmission, followed by depositing the documents in the United States Mail, postage pre-paid, or given to a pre-paid courier, addressed as follows:

If to "Vosges":

Vosges, Ltd.

Attn: Owner

Address: 2211 N. Elston Ave., Ste. 203
Chicago, IL 60614

Phone: 1.888.301.9866

Fax: 1.773.772.7917

Email: Katrina@vosgeschocolate.com

If to "VIP":

Vosges IP, LLC

Attn: Owner

Address: 2211 N. Elston Ave., Ste. 203
Chicago, IL 60614

Phone: 1.888.301.9866

Fax: 1.773.772.7917

Email: Katrina@vosgeschocolate.com

8. Severability/Waiver. In the event that any of the provisions in this Agreement are deemed invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect. Waiver or non-enforcement of any provision in this Agreement shall not constitute a waiver of the right to future revival and/or enforcement or any provision by either Party. Each Party reserves the right to enforce the terms set forth in this Agreement at any time. This Agreement may be executed in any number of counterparts including without limitation by facsimile or via a scanned "e-version" with a valid "e-signature", each counterpart being deemed an original and when executed shall constitute one agreement.

9. Liquidated Damages. The Parties acknowledge that some damages related to a breach of this Agreement may be difficult to ascertain in terms of the amount of damages that would be suffered by the non-breaching Party in the event of such breach. Without limiting any other remedies which a Party may pursue or monetary or other damages available to a Party, the non-breaching Party shall be entitled to equitable relief including without limitation, specific performance, restraining orders, and injunctions, without

having to post any bond or any other form of security, or provide notice, and without having to prove that monetary damages would be an inadequate remedy. In the event that the non-breaching Party should institute proceedings to enforce any provision of this Agreement, the non-breaching Party shall be entitled to recover all expenses relating to the enforcement of this Agreement, including reasonable attorney fees and costs.

10. Acknowledgment. Each Party has read this Agreement, understands its terms, and by its respective signature set forth below, acknowledges that it agrees to be bound by these terms at all times.

11. Governing Law. Claims regarding this Agreement shall be governed by the laws of and heard in the courts of the State of Illinois.

12. Entire Agreement. This is the entire Agreement of the Parties, including any integrated exhibits, attachments, and schedules, and supersedes all prior communications, whether written or oral. This Agreement is binding on each Party's heirs, legal representatives, successors, permitted assigns, and other related third parties. This Agreement may only be modified in writing by mutual agreement of the Parties, in which case the modified terms shall apply.

IN WITNESS WHEREOF, an authorized signatory for each Party has executed this Agreement as of the Effective Date.

Vosges:
Vosges, Ltd.

Signature:

Name: Katrina Markoff

Title: Owner

VIP:
Vosges IP, LLC

Signature:

Name: Katrina Markoff

Title: Manager

**CONSENT TO ACTION OF THE SHAREHOLDERS OF
VOSGES, LTD**

The undersigned, being the majority shareholder and Owner of Vosges, Ltd., an Illinois corporation ("Company"), acting pursuant to the laws of the State of Illinois, hereby takes, approves, ratifies, adopts and confirms the resolutions set forth or described below, which shall have the same force and effect as if adopted or approved at a duly called, noticed and held meeting of the Shareholders of the Company:

WHEREAS, the Company confirms that Katrina Markoff ("Ms. Markoff") is a Shareholder and an Owner; and

WHEREAS, the Company recognizes that Ms. Markoff acting in her capacity as a Shareholder and an Owner of the Company entered into an "Intellectual Property Transfer and Assignment Agreement" ("Agreement"), dated March 24, 2011. Pursuant to the terms of the Agreement, Ms. Markoff confirmed the transfer of all of the rights, title, and interest in and to the Trademark, "Vosges Haut-Chocolat", Registered with the United States Patent and Trademark Office on the Principal Register on October 5, 2010, Registration Number 3855316, from the Company to Vosges IP, LLC. Ms. Markoff further confirms that the transfer and assignment shall also be recorded formally in the records of the United States Patent and Trademark Office via the submission of a valid Recordation Cover Sheet with the Trademark Office; Assignment Division, including any applicable attachments.

WHEREAS, the Company believes that it is in its best interest to enter into the Agreement.

RESOLVED, that Company hereby authorizes Ms. Markoff to enter into and execute on behalf of the Company, the Agreement, an executed copy of which is on file at the Company's home office located at 2211 N. Elston Avenue, Suite 203, Chicago, IL 60614.

FURTHER RESOLVED, that Ms. Markoff directly or via counsel for the Company, shall notify and provide the Company if and when proof of the assignment from the United States Patent and Trademark Office is validly entered into the record and the ownership of the Trademark, "Vosges Haut-Chocolat", is changed accordingly.

FURTHER RESOLVED, that Ms. Markoff is hereby authorized to execute any necessary documents or agreement, to pay any application or other related fees and costs, including attorney fees, and to engage in all of the activities required to give this Consent to Action full force and effect.

FURTHER RESOLVED, that this Consent to Action may be executed in any number of counterparts and all such counterparts shall be deemed an "original," unless otherwise specified, and for all purposes constitute one "Consent to Action".

IN WITNESS WHEREOF, this Consent to Action is executed as of March 24, 2011.

Vosges, Ltd.:



Katrina Markoff, a Shareholder and Owner

**CONSENT TO ACTION OF THE MEMBERS OF
VOSGES IP, LLC**

The undersigned, being a Member and Owner of Vosges IP, LLC, an Illinois limited liability company ("Company"), acting pursuant to the laws of the State of Illinois, hereby takes, approves, ratifies, adopts and confirms the resolutions set forth or described below, which shall have the same force and effect as if adopted or approved at a duly called, noticed and held meeting of the Members of the Company:

WHEREAS, the Company confirms that Katrina Markoff ("Ms. Markoff") is a Member and an Owner; and

WHEREAS, the Company recognizes that Ms. Markoff acting in her capacity as a Member and an Owner of the Company entered into an "Intellectual Property Transfer and Assignment Agreement" ("Agreement"), dated March 24, 2011. Pursuant to the terms of the Agreement, Ms. Markoff confirmed the transfer of all of the rights, title, and interest in and to the Trademark, "Vosges Haut-Chocolat", Registered with the United States Patent and Trademark Office on the Principal Register on October 5, 2010, Registration Number 3855316, from Vosges, Ltd. to Vosges IP, LLC. Ms. Markoff further confirms that the transfer and assignment shall also be recorded formally in the records of the United States Patent and Trademark Office via the submission of a valid Recordation Cover Sheet with the Trademark Office; Assignment Division, including any applicable attachments.

WHEREAS, the Company believes that it is in its best interest to enter into the Agreement.

RESOLVED, that the Company hereby authorizes Ms. Markoff to enter into and execute on behalf of the Company, the Agreement, an executed copy of which is on file at the Company's home office located at 2211 N. Elston Avenue, Suite 203, Chicago, IL 60614.

FURTHER RESOLVED, that Ms. Markoff directly or via counsel for the Company, shall notify and provide the Company if and when proof of the assignment from the United States Patent and Trademark Office is validly entered into the record and the ownership of the Trademark, "Vosges Haut-Chocolat", is changed accordingly.

FURTHER RESOLVED, that Ms. Markoff is hereby authorized to execute any necessary documents or agreement, to pay any application or other related fees and costs, including attorney fees, and to engage in all of the activities required to give this Consent to Action full force and effect.

FURTHER RESOLVED, that this Consent to Action may be executed in any number of counterparts and all such counterparts shall be deemed an "original," unless otherwise specified, and for all purposes constitute one "Consent to Action".

IN WITNESS WHEREOF, this Consent to Action is executed as of March 24, 2011.

Vosges IP, LLC:



Katrina Markoff, a Member and Owner

Form **LLC-5.5**

April 2007

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
501 S Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check,
cashier's check, Illinois attorney's check,
C.P.A.'s check or money order payable to
Secretary of State.


Illinois
Limited Liability Company Act
Articles of Organization

SUBMITTING DUPLICATE

Must be typewritten.

This space for use by Secretary of State.

Filing Fee: \$500

Approved: 

FILE #

0273-653-5

This space for use by Secretary of State.

FILED

DEC 19 2008

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Liability Company Name: VOSGES IP, LLC

The LLC name must contain the words Limited Liability Company, L.L.C. or LLC and cannot contain the terms Corporation, Corp., Incorporated, Inc., Ltd., Co. Limited Partnership or L.P.

2. Address of Principal Place of Business where records of the company will be kept: (P.O. Box alone or c/o is unacceptable.) 2211 North Elston Avenue, Suite 203, Chicago, Illinois 60614

3. Articles of Organization effective on: (check one)

the filing date

a later date (not to exceed 60 days after the filing date): _____

Month, Day, Year

4. Registered Agent's Name and Registered Office Address:

Registered Agent: Jeffrey A. Hechtman

First Name

Middle Initial

Last Name

Registered Office: 180 North LaSalle Street, Suite 3700

(P.O. Box alone or

Number

Street

Suite #

c/o is unacceptable.)

Chicago, Illinois 60606

County of Cook

City

ZIP Code

County

5. Purpose(s) for which the Limited Liability Company is organized: (If more space is needed, attach additional sheets of this size.)

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. Latest date, if any, upon which the company is to dissolve: _____

(Leave blank if duration is perpetual.)

Month, Day, Year

LLC-5.5

7. (OPTIONAL) Other provisions for the regulation of the internal affairs of the Company: (If more space is needed, attach additional sheets of this size.)

8. The Limited Liability Company: (Check either a or b below.)
a. is managed by the manager(s) (List names and business addresses.)

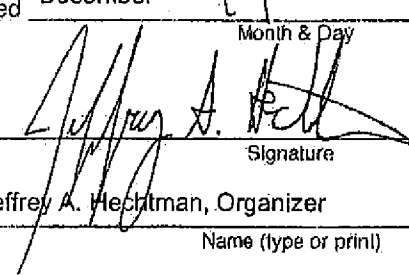
Katrina Markoff, 2211 North Elston Avenue, Suite 203, Chicago, Illinois 60614

b. has management vested in the member(s) (List names and addresses.)

9. Name and Address of Organizer(s)

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated December 17, 2008
Month & Day Year

1. 
Signature

1. 180 North LaSalle Street, Suite 3700
Number Street

Jeffrey A. Hechtman, Organizer
Name (type or print)

Chicago
City/Town

Illinois 60601
State ZIP Code

2. _____
Signature

2. _____
Number Street

Name (type or print)

City/Town

Name if a Corporation or other Entity, and Title of Signer

State ZIP Code

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.