

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------|
| Tropical Smoothie Franchise Development Corporation | | 08/16/2012 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Tropical Smoothie Cafe, LLC |
| Street Address: | 7000 Peachtree Dunwoody Rd., Building 2, 3rd Floor |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |
| Entity Type: | LIMITED LIABILITY COMPANY: GEORGIA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Registration Number: | 3287599 | EAT BETTER. FEEL BETTER. |
| Registration Number: | 3517255 | EAT BETTER. FEEL BETTER. |
| Registration Number: | 3613114 | NATIONAL FLIP FLOP DAY |
| Registration Number: | 3524696 | SPLENDID SMOOTHIES |
| Registration Number: | 2103370 | TROPICAL SMOOTHIE |
| Registration Number: | 2892598 | TROPICAL SMOOTHIE CAFÉ |
| Registration Number: | 2763722 | TROPICAL SMOOTHIE CAFE |
| Registration Number: | 2918995 | TROPICAL SMOOTHIE CAFÉ |
| Serial Number: | 85031760 | NATIONAL SMOOTHIE DAY |
| Serial Number: | 85604771 | TROPICAL SMOOTHIE CAFÉ |
| Serial Number: | 85604770 | TROPICAL SMOOTHIE CAFÉ |
| Serial Number: | 85667200 | TROPICAL TACOS |

CORRESPONDENCE DATA

900231257

**TRADEMARK
 REEL: 004844 FRAME: 0145**

OP \$315.00 3287599

Fax Number: 4043226084

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4043226179

Email: christina.allen@nelsonmullins.com

Correspondent Name: Christina Allen

Address Line 1: 201 17th Street, Suite 1700

Address Line 4: Atlanta, GEORGIA 30363

| | |
|--|----------------|
| NAME OF SUBMITTER: | Holly Stroud |
| Signature: | /Holly Stroud/ |
| Date: | 08/16/2012 |
| Total Attachments: 4 source=20120816144205065#page1.tif source=20120816144205065#page2.tif source=20120816144205065#page3.tif source=20120816144205065#page4.tif | |

TRADEMARK ASSIGNMENT

This **Trademark Assignment** (this "Assignment"), dated as of August 16, 2012, is between Tropical Smoothie Café, LLC, a Georgia limited liability company ("**Assignee**"), and Tropical Smoothie Franchise Development Corporation, a Florida corporation ("**Assignor**").

WHEREAS, Assignor owns certain registered and unregistered trademarks (the "Trademarks"), including, but not limited to, the trademarks described in Exhibit A of this Assignment; and

WHEREAS, Assignee, Assignor and the other parties thereto are parties to the Unit Purchase and Contribution Agreement (the "Purchase Agreement") dated as of the date of this Assignment. The Purchase Agreement provides for the Assignor to contribute substantially all assets of Assignor to Assignee in consideration of Assignee's assumption of the certain liabilities and other consideration.

Accordingly, the parties agree as follows:

(1) **Assignment.** Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

(2) **Further Actions.** Assignor shall execute all documents and take all other actions necessary or reasonably requested by Assignor to assign all the rights, title and interest in and to the Marks.

(3) **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles.

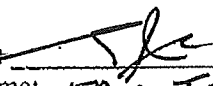
(4) **Terms of the Purchase Agreement.** This Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. To the extent any conflict exists between any of the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

(5) **Execution.** This Assignment may be executed in one or more counterparts, including fax or electronic images, each of which is an original, and all of which constitute only one agreement between the parties.

[Signatures on the following page.]

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

**TROPICAL SMOOTHIE FRANCHISE
DEVELOPMENT CORPORATION**

By: 
Name: ERIC FERRICA
Title: CEO

TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Name:
Title:

To evidence the parties' agreement to this Assignment, they have executed and delivered it as of the date set forth in the preamble.

**TROPICAL SMOOTHIE FRANCHISE
DEVELOPMENT CORPORATION**

By: _____
Name:
Title:

TROPICAL SMOOTHIE CAFÉ, LLC


By: 
Name: MIKE ROTUNDO
Title: CEO

EXHIBIT A
TRADEMARK SCHEDULE

| Country | Mark | Filing Date | App. No./Reg. No. |
|----------------|--|----------------------------|--------------------------|
| Canada | Tropical Smoothie Café and Design | 03-Jul-2002 28-Sep-2005 | 1145814 TMA649181 |
| India | Eat Better. Feel Better. | 15-Jan-2007 | 01523724 |
| India | Tropical Smoothie | 15-Jan-2007 | 01523727 |
| India | Tropical Smoothie Café | 15-Jan-2007 | 01523725 |
| India | Tropical Smoothie Café and Design | 15-Jan-2007 | 01523726 |
| USA | Eat Better. Feel Better. | 22-Nov-2006 04-Sep-2007 | 77/050119 3287599 |
| USA | Eat Better. Feel Better. and Design | 27-Mar-2007 14-Oct-2008 | 77/141571 3517255 |
| USA | National Flip Flop Day | 09-Jul-2007 28-Apr-2009 | 77/224824 3613114 |
| USA | Splendid Smoothies | 22-Nov-2006 28-Oct-2008 | 77/050012 3524696 |
| USA | Tropical Smoothie | 15-Oct-1996 07-Oct-1997 | 75/181290 2103370 |
| USA | Tropical Smoothie Café' | 27-Jan-2003 12-Oct-2004 | 76/485193 2892598 |
| USA | Tropical Smoothie Café and Design (Black & White) | 13-Jun-2002 16-Sep-2003 | 76/420094 2763722 |
| USA | Tropical Smoothie Cafe and Design (Color) | 18-Nov-2003 18-Jun-2005 | 78/329739 2918995 |
| USA | National Smoothie Day | 06-May-2010 | 85/031760 |
| USA | Tropical Smoothie Café (Curved Stylized) | 22-Apr-2012 | 85/604,771 |
| USA | Tropical Smoothie Café (Straight Stylized) | 22-Apr-2012 | 85/604,770 |
| USA | Tropical Tacos | 02-Jul-2012 | 85/667,200 |