

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
	Heartland Consumer Products, LLC		01/17/2013
	Entity Type LIMITED LIABILITY COMPANY: OHIO		
RECEIVING PARTY DATA			
Name:	KINAE Brands, LLC		
Street Address:	7280 North Timberlane Drive		
City:	Madeira		
State/Country:	OHIO		
Postal Code:	45243		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	75774725	DRIZZLESTIK
CORRESPONDENCE DATA			
Fax Number:	5138528222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-852-8200		
Email:	rch@corsbassett.com		
Correspondent Name:	Robert C. Hassman Jr.		
Address Line 1:	537 East Pete Rose Way Suite 400		
Address Line 2:	Suite 400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Robert C. Hassman Jr.		
Signature:	/Robert C. Hassman Jr./		
Date:	01/18/2013		
Total Attachments: 3 source=KINAE Brands, LLC - Assignment of Trademark from Heartland Consumer Products, LLC#page1.tif source=KINAE Brands, LLC - Assignment of Trademark from Heartland Consumer Products, LLC#page2.tif source=KINAE Brands, LLC - Assignment of Trademark from Heartland Consumer Products, LLC#page3.tif			

OP \$40.00 75774725

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment") is made by Heartland Consumer Products, LLC, an Ohio limited liability company ("Assignor"), in favor of KINAE Brands, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used and is the owner of the registered trademarks and/or service marks set forth on Exhibit 1 attached hereto, with such trademarks and/or service marks being used primarily or exclusively in connection with the Drizzlestik Product Line, as well as various unregistered trademarks and/or service marks related to or used in connection with the Drizzlestik Product Line (the "Trademarks"), together with the goodwill and going concern value of the business in connection with which the Trademarks have been used (the "Goodwill"), the United States trademark registrations for the Trademarks, and any renewals that may be granted thereon, if any, as set forth on Exhibit 1 attached hereto (the "Registrations" together with the Trademarks and the Goodwill related to or used in connection with the Drizzlestik Product Line, the "Intellectual Property");

WHEREAS, Assignee is desirous of acquiring from Assignor any and all of Assignor's right, title and interest in and to the Intellectual Property;

WHEREAS, this assignment is being executed and delivered in connection with that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (the "Agreement"), whereby Assignor agreed to sell, transfer, assign, convey, set over and deliver to Assignee, all of Assignor's right, title and interest in and to the Drizzlestik Product Line as well as all of the tangible and intangible Assets related to or used in connection with the Drizzlestik Product Line, which includes the Intellectual Property; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual premises and promises contained herein, and in reliance upon the representations and warranties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby covenant and agree as follows:

1. Assignor does hereby irrevocably sell, transfer, assign, convey, set over and deliver to Assignee, and Assignee's successors and assigns, all of Assignor's right, title and interest in and to the Intellectual Property, and all rights, claims and privileges thereto, including all common law rights thereto, and including the right to sue for past infringements, to be held and enjoyed by Assignee, as well as all electronic and paper copies of documents related to the foregoing, all for Assignee's own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Intellectual Property, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

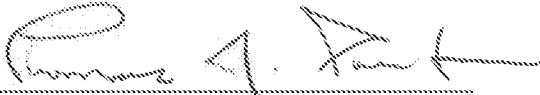
2. Assignor is the registered owner of the Trademarks (except with respect to any unregistered trademarks and/or service marks) and the holder of record title to the Registrations, and has full power to make this Assignment and Assignor agrees to execute such further assignments and related documents with respect to Assignor's right, title and interest in and to the Intellectual Property as Assignee shall reasonably request.

3. This Assignment shall be governed by, and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles, including the application of any applicable statutes of limitations and equitable principles and the availability of any remedies.

4. In the event of any conflict or other inconsistency between this Assignment and any other document, this Assignment shall be the controlling document.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officer thereunto duly authorized, this 17th day of January, 2013.

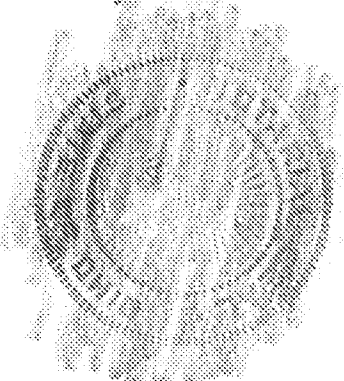
HEARTLAND CONSUMER PRODUCTS, LLC

By: 
Name: Thomas J. Donelan
Title: Member

STATE OF Ohio
COUNTY OF Cuyahoga, ss:

I HEREBY CERTIFY that on this 17th day of January, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared Thomas J. Donelan, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Member of Heartland Consumer Products, LLC, and is duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.



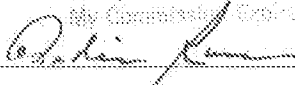
AMELIA RUSS
Notary Public, State of Ohio, Cuyahoga
My Commission Expires: 2-1-2014

Notary Public in and for the State of OHIO
My commission expires: 2-1-2014

Exhibit 1

Registrations

	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>	<u>Serial #</u>	<u>Goods and Services</u>
1.	DRIZZLESTIK	2402927	11/7/2000	8/13/1999	75774725	IC 018. US 001 002 003 022 041. G & S: UMBRELLAS. FIRST USE: 20000204. FIRST USE IN COMMERCE: 20000204

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