

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rocky Mountain Chocolate Factory, Inc.		01/14/2014	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1740 Broadway
Internal Address:	MAC C7300-210
City:	Denver
State/Country:	COLORADO
Postal Code:	80274
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1552146	ROCKY MOUNTAIN CHOCOLATE FACTORY
Registration Number:	1718498	ROCKY MOUNTAIN CHOCOLATE FACTORY
Registration Number:	2015284	ROCKY MOUNTAIN CHOCOLATE FACTORY
Registration Number:	1719198	ROCKY MOUNTAIN CHOCOLATE FACTORY
Registration Number:	1722817	ROCKY MOUNTAIN CHOCOLATE FACTORY
Registration Number:	3337621	CHOCOLATE FACTORY
Registration Number:	2976323	ROCKY MOUNTAIN CRISP
Registration Number:	3453296	ROCKY MOUNTAIN PEAK
Registration Number:	2256718	THE PEAK OF PERFECTION IN HAND MADE CHOC
Registration Number:	2293996	AMERICA'S CHOCOLATIER
Registration Number:	2633793	THE WORLD'S CHOCOLATIER
Registration Number:	2386796	BEAR CUBS
Registration Number:	2126162	BROWN BEAR

CH \$440.00 1552146

Registration Number:	3011873	DARK BEAR
Registration Number:	3895990	
Registration Number:	2221674	WHITE BEAR
Registration Number:	2224174	RMCF

CORRESPONDENCE DATA

Fax Number: 4352143811
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 435-214-3807
Email: mjones@markuswilliams.com
Correspondent Name: Melinda Jones
Address Line 1: 2750 Rasmussen Road, Suite H-104
Address Line 4: Park City, UTAH 84098

ATTORNEY DOCKET NUMBER:	10863.029
NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	01/20/2014

Total Attachments: 13

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of January 14, 2014, is made by and between ROCKY MOUNTAIN CHOCOLATE FACTORY, INC., a Colorado corporation having a business location at the address set forth below its signature hereto ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), having a business location at the address set forth below its signature hereto.

Recitals

Borrower and Lender are parties to a Business Loan Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"**Claim**" has the meaning given in Section 8(c).

"**Patents**" means all of Borrower's right, title and interest in patents and patent applications, including (a) the patents and patent applications listed on Schedule A, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) all licenses with respect thereto and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of Borrower's rights corresponding thereto throughout the world.

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Borrower's right, title and interest in and to trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule B, (b) all renewals thereof, (c) all licenses with respect thereto and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Borrower's business symbolized by the foregoing or

connected therewith, and (f) all of Borrower's rights corresponding thereto throughout the world.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of any and all indebtedness owed by Borrower to Lender Party including, without limitation, the indebtedness described in the Loan Agreement (the "Obligations"), the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower granted to Secured Party as collateral security. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) ***Existence; Authority***. Borrower is duly organized and existing and in good standing under the laws of the jurisdiction of its organization. The execution, delivery, and performance by Borrower of this Agreement have been duly authorized by all necessary action on the part of Borrower.

(b) ***Patents***. Schedule A accurately lists all registrations and applications for Patents owned by Borrower as of the date hereof and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any registrations or applications for Patents not listed on Schedule A, or if Schedule A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall within 60 days provide written notice to Lender with a replacement Schedule A, which upon acceptance by Lender shall become part of this Agreement.

(c) ***Trademarks***. Schedule B accurately lists all Trademarks owned by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Schedule B need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, Borrower owns any Trademarks not listed on Schedule B (other than common law marks), or if Schedule B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall within 60 days provide written notice to Lender with a replacement Schedule B, which upon acceptance by Lender shall become part of this Agreement.

(d) ***Title; Validity***. Borrower owns each Patent and each Trademark listed on Schedules A and B, free and clear of all Liens. Borrower (i) will have, at the time Borrower lists any Patents or Trademarks on Schedule A or B ownership of each such Patent or Trademark free and clear of all Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens. To Borrower's knowledge after reasonable inquiry, all registered Trademarks and issued Patents that are owned by Borrower and necessary in the conduct of its business are valid, subsisting and enforceable and in compliance with all legal requirements, filings, and payments and other actions that are required to maintain such registered Trademarks and issued Patents in full force and effect.

(e) **No Sale.** Except as permitted under the Loan Agreement, Borrower will not assign, transfer, encumber (other than the licensing of Patents or Trademarks) or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(f) **Defense.** Except as permitted under the Loan Agreement, Borrower shall have the duty, with respect to the Patents and Trademarks necessary in the conduct of Borrower's business, to protect and diligently enforce and defend at Borrower's expense such Patents and Trademarks necessary in the conduct of Borrower's business, including (i) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any person or entity, (ii) to prosecute diligently any trademark application or service mark application that is part of such Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (iii) to prosecute diligently any patent application that is part of such Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (iv) to take all reasonable and necessary action to preserve and maintain such Trademarks and Patents and Borrower's rights therein, including paying all maintenance fees and filing of applications for renewal, affidavits of use, and affidavits of noncontestability.

(g) **Maintenance.** Except as permitted under the Loan Agreement, Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Except as permitted under the Loan Agreement, Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark necessary for Borrower's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (g) of this Section 3, immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender that it intends to abandon a Patent or Trademark necessary for Borrower's business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) of this Section 3 or exercising its rights under Section 6, together with interest

thereon from the date expended or incurred by Lender at the default interest rate set forth in the Loan Agreement and related loan documents.

(j) **Power of Attorney.** To facilitate Lender's taking action under subsection (h) of this Section 3 and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with full authority (but not the duty) in the place and stead of Borrower, and in the name of Borrower or otherwise, from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or necessary for Lender, upon the occurrence of an Event of Default and during the continuation thereof, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrower's Use of the Patents and Trademarks.** Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained herein shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and during the continuation thereof, and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. **Miscellaneous.**

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Lender in a writing that specifically states that it is intended to amend or modify this Agreement.

(b) No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof.

(c) No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by Borrower of any provision of this Agreement.

(d) Lender's rights under this Agreement will be cumulative and not exclusive of any other right or remedy that Lender may have.

(e) The Security Interest can be released, only explicitly in a writing signed by Lender.

(f) All notices to be given to Borrower or Lender under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement.

(g) Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application.

(h) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(i) This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Borrower may not assign this Agreement or any rights or duties hereunder without Lender's prior written consent, which consent may be withheld by Lender in Lender's sole and absolute discretion, and any prohibited assignment shall be absolutely void ab initio. Lender may assign this Agreement in whole or in part and its rights and duties hereunder and no consent or approval by Borrower is required in connection with any such assignment.

(j) Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(k) All representations and warranties made by Borrower in this Agreement shall be considered to have been relied upon by Lender and shall survive the execution and delivery of this Agreement, regardless of any investigation made by Lender or on its behalf and notwithstanding that Lender may have had notice or knowledge of any Event of Default or incorrect representation or warranty.

(l) This Agreement shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof or reliance hereon. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF COLORADO.

(b) EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION PROCEDURES SET FORTH IN OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE STATE OF COLORADO; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF BORROWER AND LENDER WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).


(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER HEREBY WAIVES ITS RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH OF BORROWER AND LENDER REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) NO CLAIM MAY BE MADE BY BORROWER AGAINST LENDER, ANY AFFILIATE OF LENDER OR ANY DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HERewith, AND BORROWER HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

ROCKY MOUNTAIN CHOCOLATE FACTORY,
INC.

By: 
Name: Bryan Merryman
Its: CFO and COO

Address:

265 Turner Drive
Durango, Colorado 81301

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Mike Field
Its: Authorized Signatory

Address:

Wells Fargo Bank, National Association
MAC C7300-210
1740 Broadway
Denver, Colorado 80274

STATE OF COLORADO

~~CITY AND COUNTY OF DENVER~~ ^{La Plata}

The foregoing instrument was acknowledged before me this 14th day of January, 2014, by Bryan Merryman, the Chief Financial Officer and Chief Operation Officer of Rocky Mountain Chocolate Factory, Inc., a Colorado corporation, on behalf of the corporation.

KANI CASSENS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134006258
MY COMMISSION EXPIRES FEBRUARY 4, 2017

Kani Cassens
Notary Public

STATE OF COLORADO

~~CITY AND COUNTY OF DENVER~~ ^{La Plata} ss.

The foregoing instrument was acknowledged before me this 14th day of January, 2014, by Mike Field, an authorized signatory of Wells Fargo Bank, National Association, on behalf of the national association.

KANI CASSENS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134006258
MY COMMISSION EXPIRES FEBRUARY 4, 2017

Kani Cassens
Notary Public

SCHEDULE A

UNITED STATES ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date

[NONE]

UNITED STATES PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application/Filing Date

[NONE]

FOREIGN ISSUED PATENTS

Patent Description	Country	Registration Number	Registration Date	Expiration Date

[NONE]

FOREIGN PATENT APPLICATIONS

Patent Description	Country	Application/Serial Number	Application/Filing Date

[NONE]

SCHEDULE BUNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

Trademark	Registration Number	Registration Date
Rocky Mountain Chocolate Factory	1,552,146	August 15, 1989
Rocky Mountain Chocolate Factory	1,718,498	September 22, 1992
Rocky Mountain Chocolate Factory	2,015,284	November 12, 1996
Rocky Mountain Chocolate Factory	1,719,198	September 22, 1992
Rocky Mountain Chocolate Factory	1,722,817	October 6, 1992
Chocolate Factory	3,337, 621	November 20, 2007
Rocky Mountain Crisp	2,976,323	July 26, 2005
Rocky Mountain Peak	3,453,296	June 24, 2008
The Peak of Perfection in Hand Made Chocolates	2,256,718	June 29, 1999
America's Chocolatier	2,293,996	November 23, 1999
The World's Chocolatier	2,633,793	October 15, 2002
Bear Cubs	2,386,796	September 19, 2000
Brown Bear	2,126,162	December 30, 1997
Dark Bear	3,011,873	November 1, 2005
Design Only	3,895,990	December 28, 2010
White Bear	2,221,674	February 2, 1999
RMCF	2,224,174	February 16, 2009

Sch. B

[NONE]

APPLICATIONS

Trademark Application	Application/Serial Number	Application Date

[NONE]

TRADENAMES

[NONE]