

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Daniel Weiss		02/01/2016	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dollop Coffee, LLC		
<b>Street Address:</b>	345 E. Ohio Street, Suite 4603		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86455427	DOLLOP COFFEE CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8475041475		
<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>			
<b>Phone:</b>	8475041474		
<b>Email:</b>	jstein@sandmlegal.com		
<b>Correspondent Name:</b>	Jenna Stein		
<b>Address Line 1:</b>	400 Skokie Boulevard, Suite 850		
<b>Address Line 4:</b>	Northbrook, ILLINOIS 60062		
<b>NAME OF SUBMITTER:</b>	Daniel Weiss		
<b>SIGNATURE:</b>	/Daniel Weiss/		
<b>DATE SIGNED:</b>	02/10/2017		
<b>Total Attachments: 3</b>			
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source=2016 Dollop Coffee Intellectual Property Assumption 2-1-2016#page2.tif			
source=2016 Dollop Coffee Intellectual Property Assumption 2-1-2016#page3.tif			

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**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

**THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY** ("**Assignment**") is made as of February 1, 2016, by **DANIEL WEISS** ("**Assignor**") to and in favor of **DOLLOP COFFEE, LLC**, an Illinois limited liability company ("**Assignee**").

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement of even date herewith (the "**Purchase Agreement**") which provides, in pertinent part, that Assignor will transfer all of the intellectual property utilized by the Assignor and his affiliates in the operation of "Dollop Coffee Co.", all of which are more fully described on **Exhibit A** attached hereto (the "**Intellectual Property**"); and

**WHEREAS**, Assignor desires to assign said Intellectual Property to Assignee, and Assignee desires to receive said Intellectual Property from Assignor.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Intellectual Property.

2. **Assumption.** Assignee, for itself and for its successors and assigns, accepts the assignment of the Assignor's right, title and interest in and to the Intellectual Property.

3. **Full Force and Effect; Consent of Parties to the Intellectual Property.** After the Closing (as such term is defined in the Purchase Agreement), Assignor shall, upon the request of Assignee, duly execute, acknowledge and deliver all such further acts, deed, assignments, conveyances and assurances as may reasonably be required to convey to and vest in Assignee, and protect its right, title and interest in and enjoyment of, the Intellectual Property, and as may be appropriate otherwise to carry out the transactions contemplated by this Assignment.

4. **Amendment of this Assignment.** This Assignment shall not be altered or amended without the prior written approval of both parties hereto.

5. **Partial Invalidity.** If a court of competent jurisdiction determines that any term, covenant, condition or provision of this Assignment, or its application to any circumstance, at any time or to any extent, is invalid or unenforceable, the remainder of this Assignment, or the application of it to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such determination and each term, covenant, condition and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

6. **Successors.** This Assignment shall bind, and the benefits shall inure to, the parties to this Assignment, their legal representatives, successors in office or interest and assigns.

7. **Captions.** The captions used in this Assignment are used only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

8. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Assignment shall be given in the manner and to the address set forth in the Purchase Agreement.

9. **Counterparts.** This Assignment may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Assignment must be produced or exhibited, be the Assignment, but all such counterparts shall constitute one and the same instrument.

10. **Further Assurances.** Each party hereto agrees to execute such additional instruments or notices and/or take such actions as the other party may reasonably require to effectuate the terms and intent of this Assignment.


11. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

12. **Recitals.** The recitals set forth at the beginning of this Assignment are made a part of this Assignment.

13. **Definitions.** Capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Purchase Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment and Assumption of Agreements to be executed as of the date first written above.

**ASSIGNOR:**

  
\_\_\_\_\_  
Daniel Weiss

**ASSIGNEE:**

**DOLLOP COFFEE, LLC**  
An Illinois limited liability company

By: Dollop Brand, LLC,  
An Illinois limited liability company,  
Its Manager

By:   
\_\_\_\_\_  
Daniel Weiss, Manager

**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY**

Exhibit A

The "Intellectual Property" includes the following items:

1. All trademarks, service marks, trade names, and copyrights, including: Dollop Coffee Co., and Dollop Coffe:
2. All mailing lists.
3. All the following internet domain names:

<http://dollopcoffee.com/>

4. All other intangible property rights associated with Dollop Coffee.

The Intellectual Property listed above represents all the Intellectual Property related to the operation of Dollop Coffee Co., and no other intellectual property or intangible rights or assets are owned, used or licensed by the Assignor.