

12-18-2009



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To the Director of the U.S. Patent and Trademark Office. Please record all documents or the new address(es) below.

1. Name of conveying party(ies)

Emily Jee
Keiko Hasegawa

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Godiva Grands, Inc.

Internal Address: Suite 102

Street Address: 200 Continental Drive

City: Newark

State: Delaware

Country: United States Zip: 19713

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/18/2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

29/316,560

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Ward & Olivo

Internal Address: Suite 305

Street Address: 382 Springfield Ave.

City: Summit

State: New Jersey Zip: 07901

Phone Number: 908-277-3333

Fax Number: 908-277-3963

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

12/10/2009

Date

David M. Hill

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

12-18-09

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ASSIGNMENT

This ASSIGNMENT is made and entered into as of this 18 day of 11, 2009 ("Effective Date"), by and between Wounkyung Emily Jee, a citizen of USA with an address at 2112 City Place, Edgewater, New Jersey 07020, and Keiko Hasegawa, a citizen of Japan with an address at 96 Arden Street #5B, New York, New York 10040 ("ASSIGNORS"), and Godiva Brands, Inc. a Delaware corporation with an address at 200 Continental Drive, Suite 102, Newark, Delaware 19713 ("ASSIGNEE").

WHEREAS, ASSIGNORS are owners of the entire right, title, and interest in, and to and under the United States patent application identified and set forth on the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire and ASSIGNORS wish to assign all right, title, and interest in and to the patent applications.

NOW, THEREFORE, for and in consideration of said agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assign, the entire right, title and interest in, to and under the said United States applications and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United

States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said inventions in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks to record ASSIGNEE as the owner of the patent applications identified and set forth in the attached Schedule A, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to ASSIGNEE, as assignee of the entire right, title, and interest in, and to and under the same, for the sole use and enjoyment of ASSIGNEE its successors, assigns or other legal representatives.

ASSIGNORS hereby represent and warrant that, as of the Effective Date, their right, title, and interest in and to the patent application set forth in Schedule A is free and clear of any liens and encumbrances, that they have full right to assign all of their interests therein, and that they have not executed and will not execute any agreement or other instrument in conflict herewith

ASSIGNORS and ASSIGNEE shall use their respective commercially reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things

necessary, proper, or advisable under the applicable laws and regulations to consummate and make effective the assignment contemplated by this Assignment. If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Assignment, the parties hereto shall take or cause to be taken all such necessary action, including without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for such purposes or otherwise to consummate and make effective this Assignment, such documents including but not limited to the provision of copies of records and documents in ASSIGNORS' possession or under their control, such as those required to fill in gaps in the chain of title, dockets, information regarding local prosecuting counsel, and copies of notices received from outside counsel and registry officials; provided that to the extent not required hereunder, the cost of such action or of such instruments and documents related thereto shall be borne by the party requesting them.

This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, I hereunto set my hand the day and year set opposite my signature.

Date 11/18/09

Signature *Wounkyung Emily Jee*
Wounkyung Emily Jee

STATE OF NY
) ss:
COUNTY OF NY

On this 18 day of November, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Emily Jee, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Megan Goodwin
MEGAN GOODWIN
Notary Public, State of New York
No. 01GO6174495
Qualified in New York County
Commission Expires Sept. 24, 2011

Notary Public [Signature]

Date 11/18/09

Signature [Signature]
Keiko Hasegawa

STATE OF NY)
) ss:
COUNTY OF NY

On this 15 day of November, 2009, before me, a Notary Public in and for the State and County aforesaid, personally appeared Keiko Hasegawa, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]
Notary Public

MEGAN GOODWIN
Notary Public, State of New York
No. 01GO6174495
Qualified in New York County
Commission Expires Sept. 24, 2011

Schedule A

UNITED STATES PATENT APPLICATION

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
366-008	TBD	TBD	Confectionery Stand