

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Recoup, LLC	05/14/2010
<b>RECEIVING PARTY DATA</b>	
Name:	MolliCoolz LLC
Street Address:	1668 El Pinal Drive
City:	Stockton
State/Country:	CALIFORNIA
Postal Code:	95205
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	4982577
Patent Number:	7062924
Patent Number:	7687094
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4152686033
Email:	tdinh@mofo.com
Correspondent Name:	Morrison & Foerster LLP
Address Line 1:	425 Market Street
Address Line 4:	San Francisco, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	14564-8
NAME OF SUBMITTER:	Tuan H. Dinh

Total Attachments: 18

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 source=Termination of Patent and Trademark Security Agreement (FULLY EXECUTED)#page2.tif

CH \$120.00 4982577

**501177176**

**PATENT**  
**REEL: 024380 FRAME: 0907**

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**TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT**

This Termination of Patent And Trademark Security Agreement (this "Termination"), dated as of May 14, 2010, is executed by Recoup, LLC, a Nevada limited liability company ("Secured Party"), in favor of MolliCoolz LLC, a California limited liability company ("Company"). All capitalized terms used in this Termination and not otherwise defined herein shall have the meanings assigned to them in the Patent and Trademark Security Agreement (as defined below).

**RECITALS**

WHEREAS, Company and Secured Party entered into a certain Patent and Trademark Security Agreement dated as of March 31, 2007, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to the Patent and Trademark Security Agreement, Company granted to Secured Party a security interest in certain patents, patent applications, license rights and/or trademarks;

WHEREAS, Wells Fargo National Association, the original secured party, has assigned the entirety of its security interest in the patents, patent applications, license rights, and/or trademarks to Secured Party, as evidenced by the UCC financing statements and amendments thereto filed with the California Secretary of State and attached hereto as Exhibit B;

WHEREAS, the licenses under certain patents and patent applications described on Exhibit A to the Patent and Trademark Security Agreement (the "License Rights") were previously terminated by the licensor or licensors thereof; and

WHEREAS, the patents, patent applications and/or trademarks that are the subject of the Patent and Trademark Security Agreement have been sold free and clear of the security interests granted thereunder pursuant to a private foreclosure sale conducted in accordance with Section 9610 of the California Commercial Code (the "Foreclosure Sale").

NOW, THEREFORE, Secured Party agrees as follows, effective immediately following the consummation of the Foreclosure Sale:

1. Secured Party is executing and delivering this Termination as further evidence of the termination of the security interests granted in the Patent and Trademark Security Agreement.

2. Secured Party claims no right, title or interest whatsoever in or to any of the Patents and Trademarks described in the Patent and Trademark Security Agreement (including, without limitation, the License Rights described therein), and, accordingly, Secured Party expressly terminates its security interest in the patents, patent applications, license rights, and trademarks listed on Exhibit C hereto, which security interest was evidenced by the recordation of the Patent and Trademark Security Agreement with the United States Patent and Trademark Office on June 06, 2007, in Reel/Frame 019382/0878.

3. Secured Party hereby authorizes Company, or any of its representatives or agents, on their behalf, to file any documents necessary to release or terminate any lien with respect to the Patents and Trademarks, including, but not limited to, any filings with the Secretary of State of the State of California, and all other documents, instruments or certificates as Company may reasonably deem necessary to terminate any and all liens, security interests, conveyances, assignments and/or other encumbrances created by the Patent and Trademark Security Agreement and effectuate, or reflect on public record, the release and discharge of any such liens, security interests, conveyances, assignments and/or other encumbrances.

[Signature page follows]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

RECOUP, LLC

By: Michelle F. Kater  
Name: Michelle Kater  
Title: Manager

**EXHIBIT A**

*Please see attached.*

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of ~~MARCH 30~~ 2007, is made by and between MolliCoolz LLC, a California limited liability company, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

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

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 Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

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

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party 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 the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. 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. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

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

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor 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 Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.



(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, 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. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party 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.

(i) **Secured Party's Right to Take Action.** If the Debtor 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 the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party 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 the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **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, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, 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. The Debtor 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 Credit Agreement as provided therein and the payment and performance of all Indebtedness.

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4. Debtor's Use of the Patents and Trademarks. The Debtor 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 Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

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

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

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor 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. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party 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 the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given

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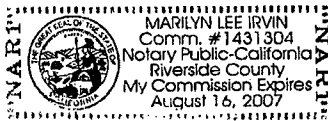
effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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

MolliCoolz LLC  
278 Tennessee Avenue, Suite 1  
Redlands, CA 92373

MOLLICOOLZ LLC



By [Signature]  
Its President

Wells Fargo Bank, National Association  
100 West Washington Street, 15th Floor  
MAC S4101-158  
Phoenix, AZ 85003

WELLS FARGO BANK, NATIONAL ASSOCIATION

By [Signature]  
Scott E. Couracoman

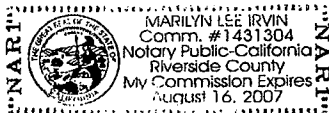
Its Vice President

↑  
Airt.

State of California  
County of Riverside

The foregoing instrument was acknowledged before me this 31 day of March, 2007, by Byron Freeman, the President of MolliCoolz LLC, a California limited liability company, on behalf of the company.

(Seal and Expiration Date)



[Signature]  
Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

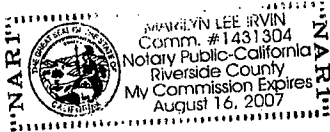
On March 31, 2007 before me, Marilyn Lee Irvin  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Bryan Freeman  
Name(s) of Signer(s)

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marilyn Lee Irvin  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Security Agreement

Document Date: 3-31-07 Number of Pages: 5

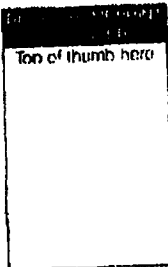
Signer(s) Other Than Named Above: Vice President

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): President
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

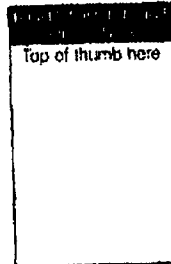
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



State of ARIZONA

County of MARICOPA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2007, by SCOTT E. BOWEN, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

(Seal and Expiration Date)

[Signature]  
Notary Public

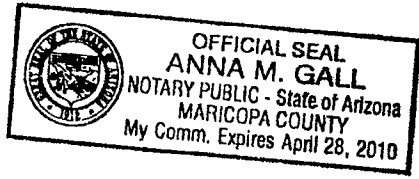


EXHIBIT A

UNITED STATES ISSUED PATENTS

Rights as Licensee Only

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Cryogenic apparatus (patent owned by IQF, Inc.)	4,982,577	January 8, 1991
Method and apparatus for the manipulation and management of a cryogen for production of frozen small volumes of a substance (patent owned by IQF, Inc.)	7,062,9254	June 20, 2006

UNITED STATES PATENT APPLICATIONS

Rights as Licensee Only

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Frozen dessert product (owned by FNT, Inc.)	2006/0134274	June 22, 2006

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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NONE

FOREIGN PATENT APPLICATIONS

Rights as Licensee Only

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
(owned by Cargill, Inc.)	2004/091305 (IWPO)	

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ICE CREAM MOLLICOOLZ!	3,195,133	January 2, 2007

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

GRIP ZONE

JLH:jlh 718678.2 3/22/2007

**EXHIBIT B**

*Please see attached.*



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

07-7104047323

02/23/2007 16:04

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**MARY PISCHNER**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

★

**Capitol Corporate Services, Inc.**  
 455 Capitol Mall Ste 217, Sacramento CA 95814  
 800/327-4842



SOS

**FILED**

CALIFORNIA  
 SECRETARY OF STATE



1164602002 UCC FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME <b>MOLLICOOLZ, LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>1668 EL PINAL DRIVE</b>			CITY <b>STOCKTON</b>	STATE <b>CA</b>	POSTAL CODE <b>95205</b>	COUNTRY <b>US</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>CALIFORNIA</b>	1g. ORGANIZATIONAL ID #, if any <b>200513710156</b>		<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY <b>US</b>
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME <b>WELLS FARGO CREDIT, INC.</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>100 W WASHINGTON, 15TH FLOOR, MAC S4101-158</b>			CITY <b>PHOENIX</b>	STATE <b>AZ</b>	POSTAL CODE <b>85003</b>	COUNTRY <b>US</b>

**4. This FINANCING STATEMENT covers the following collateral:**

All assets and personal property of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.	7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional)	ADDITIONAL FEE	All Debtors	Debtor 1	Debtor 2	

**8. OPTIONAL FILER REFERENCE DATA**

WFBCI - MOLLICOOLZ LLC - CA - State



07-71092915  
04/05/2007 16:01

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

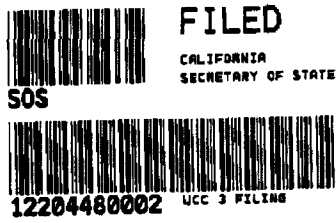
A. NAME & PHONE OF CONTACT AT FILER (optional)  
**MARY PISCHNER**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

★

**Capitol Corporate Services, Inc.**  
 455 Capitol Mall Ste 217, Sacramento CA 95814  
 800/327-4842



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**07-7104047323 Filed On FEBRUARY 23, 2007**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.

**DELETE** name: Give record name to be deleted in item 9a or 9b.

**ADD** name: Complete item 7a or 7b, and also item 7c also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
**WELLS FARGO CREDIT, INC.**

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**100 W WASHINGTON, 15TH FLOOR, MAC S4101-158 PHOENIX AZ 85003 US**

7d. **SEE INSTRUCTIONS** ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**WELLS FARGO CREDIT, INC.**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
**014842-00129 MOLLICOOZ - CA - STATE**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

0972135274

11/04/2009 15:55

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**MARY PISCHNER**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:

★

**Capitol Corporate Services, Inc.**  
 455 Capitol Mall Ste 217, Sacramento CA 95814  
 800/327-4842



**FILED**

CALIFORNIA  
SECRETARY OF STATE

SOS



22875200002 UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
**07-7104047323 FILED ON FEBRUARY 23, 2007**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
**RECOUP, LLC**

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**4020 OLIVE STREET LAS VEGAS NV 89104 USA**

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

THE NAME OF THE DEBTOR ON THE FINANCING STATEMENT DESCRIBED IN BOX 1A ABOVE IS MOLLI COOLZ, LLC.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
**WELLS FARGO BANK, NATIONAL ASSOCIATION**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
**014842-00129 MOLLI COOLZ ASSIGN SECURED PARTY - CA - STATE**

**EXHIBIT C**

<b><u>UNITED STATES ISSUED PATENTS</u></b> <b><u>Rights as Licensee Only</u></b>		
<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Cryogenic apparatus	4,982,577	January 8, 1991
Method and apparatus for the manipulation and management of a cryogen for production of frozen small volumes of a substance	7,062,924	June 20, 2006
Frozen dessert product	7,687,094	March 30, 2010
<b><u>FOREIGN PATENT APPLICATIONS</u></b> <b><u>Rights as Licensee Only</u></b>		
<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>
Pellet Systems For Preparing Beverages	WO 2004/091305	April 8, 2004
<b><u>UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS</u></b> <b><u>AND COLLECTIVE MEMBERSHIP MARKS</u></b>		
<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
ICE CREAM MOLLICOOOLZ!	3,195,133	January 2, 2007
<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>
GRIP ZONE!	78781091	December 27, 2005
<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
SHAKERS	3,773,760	April 6, 2010