

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Dippin' Dots, L.L.C.	05/18/2012

RECEIVING PARTY DATA

Name:	Stillwater National Bank & Trust Company
Street Address:	6301 Waterford Boulevard
Internal Address:	Suite 101
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73118

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	6000229
Patent Number:	6209329
Patent Number:	6223542
Patent Number:	6494049
Patent Number:	7147884
Patent Number:	D468073
Patent Number:	6915896
Patent Number:	7464564
Patent Number:	7316122
Patent Number:	D515846
Patent Number:	D515845
Patent Number:	7318324
Patent Number:	7938061
Application Number:	11801049

OP \$720.00 6000229

Application Number:	12151994
Application Number:	11891756
Application Number:	13185868
Application Number:	13359964

CORRESPONDENCE DATA

Fax Number: (918)592-9801
Phone: 918-592-9800
Email: debra.pascoe@crowedunlevy.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Debra L. Pascoe, ACP; Crowe & Dunlevy
Address Line 1: 321 South Boston Avenue
Address Line 2: Suite 500
Address Line 4: Tulsa, OKLAHOMA 74103

ATTORNEY DOCKET NUMBER:	07016-00235
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NAME OF SUBMITTER:	Debra L. Pascoe, ACP
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Total Attachments: 3
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**SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST
(PATENTS)**

THIS SECURITY AGREEMENT/NOTICE OF SECURITY INTEREST (TRADEMARKS) (this "Agreement") entered into as of May 18, 2012, is made by DIPPIN' DOTS, L.L.C., an Oklahoma limited liability company ("Grantor") in favor of STILLWATER NATIONAL BANK & TRUST COMPANY, a national banking association ("Bank").

WHEREAS, Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Exhibit 1, which patents are issued or applied for in the United States Patent and Trademark Office, as more fully set forth on Exhibit 1 (the "Patents"); and

WHEREAS, pursuant to the Senior Loan Agreement dated as of even date herewith (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the "Loan Agreement") between Grantor, as borrower, and Bank, as lender, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor and Dippin' Dots Franchising, L.L.C., a Kentucky limited liability company, as debtors, have entered into a certain Security Agreement and Assignment dated as of even date with the Loan Agreement (the "Security Agreement"), in favor of Bank; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Bank a continuing security interest in all right, title and interest of Grantor in, to and under the Patents and the applications and reissues, continuations, extensions, and reexaminations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the Obligations (as described in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Bank a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Obligations.

In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Dippin' Dots, L.L.C., has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

Grantor:

DIPPIN' DOTS, L.L.C.,
an Oklahoma limited liability company

By: *Stephen S. Fischer*
Stephen S. Fischer, President

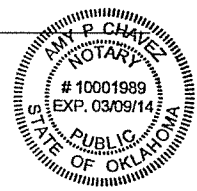
STATE OF Oklahoma)
COUNTY OF Oklahoma) ss.

This instrument was acknowledged before me this 9th day of May, 2012, by Stephen S. Fischer, President of Dippin' Dots, L.L.C., an Oklahoma limited liability company.

A Chavez
Notary Public

My Commission # 10001989 expires: 3/9/14

[SEAL]



Signature Page
(Patents)

EXHIBIT 1 TO SECURITY AGREEMENT / NOTICE OF SECURITY INTEREST

Patents

U.S. PATENT APPLICATIONS AND ISSUED PATENTS

Title	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CRYOGENIC PROCESSOR FOR LIQUID FEED PREPARATION OF A FREE-FLOWING FROZEN PRODUCT AND METHOD FOR FREEZING LIQUID COMPOSITION	Issued	09/066,140	4/24/1998	6,000,229	12/14/1999
CRYOGENIC PROCESSOR FOR LIQUID FEED PREPARATION OF A FREE-FLOWING FROZEN PRODUCT	Issued	09/617,724	7/17/2000	6,209,329	4/3/2001
CRYOGENIC PROCESSOR FOR LIQUID FEED PREPARATION OF A FREE-FLOWING FROZEN PRODUCT AND METHOD FOR FREEZING LIQUID COMPOSITION	Issued	09/451,046	11/30/1999	6,223,542	5/1/2001
CONTROL SYSTEM FOR CRYOGENIC PROCESSOR FOR LIQUID FEED PREPARATION OF A FREE-FLOWING FROZEN PRODUCT	Issued	09/754,707	1/4/2001	6,494,049	12/17/2002
METHOD FOR MAKING A NOVELTY FROZEN FOOD PRODUCT	Issued	10/326,253	12/19/2002	7,147,884	12/12/2006
POPCORN ICE CREAM	Issued	29/143,014	6/6/2001	D468,073	1/7/2003
CLEANING DRAIN APPARATUS FOR AN AUGER ASSEMBLY	Issued	10/374,391	2/25/2003	6,915,896	7/12/2005
METHOD AND APPARATUS FOR COMBINING COOKIE DOUGH AND ICE CREAM	Issued	10/947,030	9/22/2004	7,464,564	12/16/2008
TRAY FOR PRODUCING PARTICULATE FOOD PRODUCTS	Issued	10/752,073	1/6/2004	7,316,122	1/8/2008
KIOSK FOR VENDING ICE CREAM	Issued	29/214,555	12/9/2003	D515,846	2/28/2006
KIOSK WITH LETTERING FOR VENDING ICE CREAM	Issued	29/208,199	12/9/2003	D515,845	2/28/2006
COMBINED PARTICULATE AND CONVENTIONAL ICE CREAM	Issued	10/872,835	6/21/2004	7,318,324	1/15/2008
METHOD AND APPARATUS FOR COMBINING PARTICULATE AND SOFT-SERVE ICE CREAM	Issued	11/592,820	11/4/2006	7,938,061	5/10/2011
PARTICULATE FROZEN FOOD PRODUCT	Pending	11/801,049	5/8/2007		
SYSTEM AND METHOD FOR MAKING DOT CLUMPS	Pending	12/151,994	5/6/2008		
SYSTEM FOR COMBINING ICE CREAM AND COATINGS	Pending	11/891,756	8/13/2007		
PARTICULATE FROZEN YOGURT PRODUCT	Pending	13/185,868	7/29/2011		
ELECTRO-COATING CRYOGENIC PELLETS	Pending	13/359,964	1/28/2012		