

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Island Oasis Frozen Cocktail Co., Inc.		05/30/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0066841		
Registration Number:	0066842		
Registration Number:	1662686	ISLAND OASIS	
Registration Number:	1662032	ISLAND OASIS	
Registration Number:	2117453		
Registration Number:	2083591	ISLAND OASIS	
Registration Number:	3099575	ISLAND OASIS	
Registration Number:	2314734	THE SMOOTHIE WITH AN "E" (FOR EXCELLENT)	
Registration Number:	3099578	ISLAND OASIS	
Registration Number:	2577180	ISLAND OASIS	
Registration Number:	2756107	ISLAND OASIS	
Registration Number:	3687459	ISLAND ORIGINALS	
Registration Number:	3257235	WORLD'S FINEST FROZEN DRINK	
Registration Number:	3394000	ISLAND OASIS	
Registration Number:	3814983	THE TASTE OF PARADISE	
Registration Number:	3723007	BRING THE ISLANDS HOME!	
Registration Number:	4002995	ISLAND ORIGINALS	
Registration Number:	3912105	BARISTA FRIA	
Registration Number:	3990969	ISLAND ORCHARD	
TRADEMARK			

OP \$565.00 0066841

Property Type	Number	Word Mark
Registration Number:	4294770	FUEL POWERED BY ISLAND OASIS
Registration Number:	4433439	F.A.N.S
Serial Number:	85848652	FLEXBLEND

CORRESPONDENCE DATA

Fax Number: 6172245029

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.

Phone: 617-422-0200

Email: acs@bostonbusinesslaw.com

Correspondent Name: Brian F. Plunkett, Esq.

Address Line 1: Bartlet Hackett Feinberg P.C.

Address Line 2: 155 Federal Street, 9th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Brian F. Plunkett

SIGNATURE: /Brian F. Plunkett/

DATE SIGNED: 06/05/2014

Total Attachments: 32

- source=Patent and Trademark Sec Agmt USPTO#page1.tif
- source=Patent and Trademark Sec Agmt USPTO#page2.tif
- source=Patent and Trademark Sec Agmt USPTO#page3.tif
- source=Patent and Trademark Sec Agmt USPTO#page4.tif
- source=Patent and Trademark Sec Agmt USPTO#page5.tif
- source=Patent and Trademark Sec Agmt USPTO#page6.tif
- source=Patent and Trademark Sec Agmt USPTO#page7.tif
- source=Patent and Trademark Sec Agmt USPTO#page8.tif
- source=Patent and Trademark Sec Agmt USPTO#page9.tif
- source=Patent and Trademark Sec Agmt USPTO#page10.tif
- source=Patent and Trademark Sec Agmt USPTO#page11.tif
- source=Patent and Trademark Sec Agmt USPTO#page12.tif
- source=Patent and Trademark Sec Agmt USPTO#page13.tif
- source=Patent and Trademark Sec Agmt USPTO#page14.tif
- source=Patent and Trademark Sec Agmt USPTO#page15.tif
- source=Patent and Trademark Sec Agmt USPTO#page16.tif
- source=Patent and Trademark Sec Agmt USPTO#page17.tif
- source=Patent and Trademark Sec Agmt USPTO#page18.tif
- source=Patent and Trademark Sec Agmt USPTO#page19.tif
- source=Patent and Trademark Sec Agmt USPTO#page20.tif
- source=Patent and Trademark Sec Agmt USPTO#page21.tif
- source=Patent and Trademark Sec Agmt USPTO#page22.tif
- source=Patent and Trademark Sec Agmt USPTO#page23.tif
- source=Patent and Trademark Sec Agmt USPTO#page24.tif
- source=Patent and Trademark Sec Agmt USPTO#page25.tif
- source=Patent and Trademark Sec Agmt USPTO#page26.tif
- source=Patent and Trademark Sec Agmt USPTO#page27.tif

TRADEMARK

source=Patent and Trademark Sec Agmt USPTO#page28.tif
source=Patent and Trademark Sec Agmt USPTO#page29.tif
source=Patent and Trademark Sec Agmt USPTO#page30.tif
source=Patent and Trademark Sec Agmt USPTO#page31.tif
source=Patent and Trademark Sec Agmt USPTO#page32.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of the 30th day of May, 2014, is made by and between Island Oasis Frozen Cocktail Co., Inc., a Massachusetts corporation with a principal place of business at 141 Norfolk Street, P.O. Box 769, Walpole, MA 02081 (the "Borrower"), and Citizens Bank, National Association, a national bank having an address of 28 State Street, Boston, MA 02109 (the "Lender").

Recitals

A. Borrower and Lender are parties to a certain Credit 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 Lender may now or hereafter extend credit to or for the account of the Borrower.

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

"Affiliate" means, as to any Person, mean any other Person: (a) which directly or indirectly controls, is controlled by, or is under common control with such Person, (b) which beneficially owns or holds 5% or more of any class of the voting or other equity interests of such Person, or (c) 5% or more of any class of voting interests or other equity interests of which is beneficially owned or held, directly or indirectly, by such Person. "Control," as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the power to elect a majority of the directors or trustees of a corporation or trust, as the case may be.

"Patents" means all of the Borrower'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 Borrower'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, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the trademarks listed on **Exhibit B**.

2. **Security Interest.** The 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 the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. 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 Borrower represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by the Borrower as of the date hereof, or to which the Borrower 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 such Patents as of the date hereof. If after the date hereof, the Borrower 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 such Patents, then the Borrower shall within 30 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of such 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 Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to any Borrower'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 such Trademarks, then the Borrower shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no subsidiary or affiliate of the Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks. If after the date hereof any affiliate or subsidiary of the Borrower owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such subsidiary or affiliate to assign all of its rights in

such item(s) to the Borrower; or (ii) notify Lender of such item(s) and cause such subsidiary or affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Borrower as identified as the owner of each Patent and Trademark on Exhibits A and B has absolute title to each such Patent and each such Trademark listed thereon, free and clear of all Liens, but Borrower and Lender hereby acknowledge the rights and obligations imposed and the license granted under that certain License Agreement dated January 15, 2013 by and between Borrower and Taylor Company with respect to certain of Borrower's Patents included thereunder (the "Taylor License"). Subject to the rights granted under the Taylor License, the Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to 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.

(e) **No Sale.** The Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Lender's prior written consent.

(f) **Defense.** The Borrower 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.

(g) **Maintenance.** The Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable 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 Borrower 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 Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the 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 the 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 thirty (30) calendar days after Lender gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies Lender that it intends to abandon a Patent or Trademark, the 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 the Borrower (or, at the 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, the Borrower shall pay to the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (h) above or exercising its rights under Section 6 below, together with interest thereon from the date expended or incurred by the Lender at the default rate of interest provided for in the Notes.

(j) **Power of Attorney.** To facilitate the Lender's taking action under subsection (h) above and exercising its rights under Section 6 below, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Borrower 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 Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or necessary for Lender, after the occurrence of an Event of Default which has not been waived in writing by the Lender, 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 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 Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrower's Use of the Patents and Trademarks.** Until the occurrence of an Event of Default which has not been waived in writing by the Lender, the 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.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; 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, the Lender may, at its option, take any or all of the following actions:

- (a) Lender may exercise any or all remedies available under the Credit Agreement.
- (b) Subject to any restrictions imposed under the Taylor License, Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) Subject to any restrictions imposed under the Taylor License, Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by the Lender 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 Lender. A waiver signed by the Lender 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 Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender'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 the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the 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. This Agreement shall be binding upon and inure to the benefit of the Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Lender, and the Borrower waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the 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 authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts 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 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 Obligations.

8. **Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.


[Signatures to this Agreement appear on the following pages 7 and 8.]

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

BORROWER:

ISLAND OASIS FROZEN COCKTAIL CO., INC.



Witness

By: 
Name: J. Michael Herbert
Title: Chief Executive Officer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss., *Norfolk County*

On this 30th day of May, 2014, before me, the undersigned notary public, personally appeared J. Michael Herbert, as Chief Executive Officer, duly authorized of Test Devices, Inc., and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 04-09-2015

LENDER:

CITIZENS BANK, NATIONAL ASSOCIATION

Karl King Freeman
Witness

By: William E. Lingard
Name: William E. Lingard
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.,

On this 30 day of May, 2014, before me, the undersigned notary public, personally appeared William E. Lingard, as Senior Vice President of Citizens Bank, National Association, and proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Antoinette Williams
Notary Public
My commission expires:

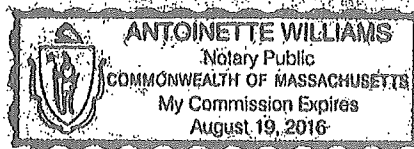


EXHIBIT A

PATENTS

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7705

Disclosure Status: Filed

Disclosure Date:

Invention Title: ICE SHAVER/BLENDER MACHINE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	70	DES	Granted	29/102814	01-Apr-1999	D427844	11-Jul-2000	11-Jul-2014

Application Title: ICE SHAVER/BLENDER MACHINE

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7706

Disclosure Status: Filed

Disclosure Date:

Invention Title: BLENDER CUP

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	70	DES	Granted	29/101647	08-Mar-1999	D427488	04-Jul-2000	04-Jul-2014

Application Title: BLENDER CUP

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7707

Disclosure Status: Filed

Disclosure Date:

Invention Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Canada	CA	PCT	Granted	2360525	11-Jan-2000	2360525	22-Jun-2004	11-Jan-2020

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

China (People's Republic)	CN	PCT	Granted	00804572.0	11-Jan-2000	00804572.0	03-Mar-2004	11-Jan-2020
---------------------------	----	-----	---------	------------	-------------	------------	-------------	-------------

Application Title: A DRIVE, A FOOD PROCESSING AND A METHOD OF OPERATING IT

Owner:

United States of America	19	PRI	Granted	09/228377	12-Jan-1999	6095677	01-Aug-2000	12-Jan-2019
--------------------------	----	-----	---------	-----------	-------------	---------	-------------	-------------

Application Title: MAGNETIC DRIVE BLENDER

Owner:

United States of America	21	CON	Granted	09/473311	28-Dec-1999	6210033	03-Apr-2001	12-Jan-2019
--------------------------	----	-----	---------	-----------	-------------	---------	-------------	-------------

Application Title: MAGNETIC DRIVE BLENDER

Owner:

United States of America	30	CIP	Granted	09/481482	11-Jan-2000	6336603	08-Jan-2002	12-Jan-2019
--------------------------	----	-----	---------	-----------	-------------	---------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

United States of America	31	CIP	Granted	10/292406	12-Nov-2002	6793167	21-Sep-2004	07-Mar-2019
--------------------------	----	-----	---------	-----------	-------------	---------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7708

Disclosure Status: Filed

Disclosure Date:

Invention Title: SELF-SEATING COVER ASSEMBLY FOR A REMOVABLE FOOD RECEPTACLE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PRI	Granted	09/309553	11-May-1999	6164575	26-Dec-2000	11-May-2019

Application Title: SELF-SEATING COVER ASSEMBLY FOR A REMOVABLE FOOD RECEPTACLE

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7709

Disclosure Status: Filed

Disclosure Date:

Invention Title: INSERTION GUIDE CONSTRUCTION FOR A FOOD PROCESSOR RECEPTACLE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PRI	Granted	09/312107	14-May-1999	6325312	04-Dec-2001	14-May-2019

Application Title: INSERTION GUIDE CONSTRUCTION FOR A FOOD PROCESSOR RECEPTACLE

Owner:

Wednesday, April 02, 2014

Patent Master List by (Client-Matter#)

Page: 6 of 15

Client-Matter#: 12002-7710

Disclosure Status: Filed

Disclosure Date:

Invention Title: DRAINAGE SYSTEM FOR A FOOD PROCESSING MACHINE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PR I	Granted	09/339765	24-Jun-1999	6216968	17-Apr-2001	24-Jun-2019

Application Title: DRAINAGE SYSTEM FOR A FOOD PROCESSING MACHINE

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7716

Disclosure Status: Filed

Disclosure Date:

Invention Title: DETACHABLE SPILL GUARD FOR A BLENDER CUP OR OTHER CONTAINER

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: KFN GKG KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	10	ORD	Granted	11/599822	15-Nov-2006	7766185 B2	03-Aug-2010	21-Apr-2028

Application Title: DETACHABLE SPILL GUARD FOR A BLENDER CUP OR OTHER CONTAINER

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7717

Disclosure Status: Filed

Disclosure Date:

Invention Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: KFN GKG KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Brazil	BR	PCT	Published	PI0316156-0	03-Nov-2003			

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

Canada	CA	PCT	Granted	2505561	03-Nov-2003	2505561	05-Feb-2008	03-Nov-2023
--------	----	-----	---------	---------	-------------	---------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

China (People's Republic)	CN	PCT	Granted	0380108342.5	03-Nov-2003	0380108342.5	02-Dec-2009	03-Nov-2023
---------------------------	----	-----	---------	--------------	-------------	--------------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

France	FR	EPP	Granted	03768680.5	03-Nov-2003	1562461	24-Oct-2007	03-Nov-2023
--------	----	-----	---------	------------	-------------	---------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

Spain	ES	EPP	Granted	03768680.5	03-Nov-2003	ES2295653T3	24-Oct-2007	03-Nov-2023
-------	----	-----	---------	------------	-------------	-------------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

United Kingdom	GB	EPP	Granted	03768680.5	03-Nov-2003	1562461	24-Oct-2007	03-Nov-2023
----------------	----	-----	---------	------------	-------------	---------	-------------	-------------

Application Title: FOOD PROCESSING APPARATUS INCLUDING MAGNETIC DRIVE

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7719

Disclosure Status: Filed

Disclosure Date:

Invention Title: MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: KFN GKG KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
China (People's Republic)	1C	DIV	Published	201310280535.4	24-Feb-2010			
<u>Application Title:</u> MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS								
<u>Owner:</u>								
China (People's Republic)	CN	PCT	Granted	201080017151.8	24-Feb-2010	201080017151.8	31-Jul-2013	24-Feb-2030
<u>Application Title:</u> MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS								
<u>Owner:</u>								
European Patent Convention	EP	PCT	Published	10746763.1	24-Feb-2010			
<u>Application Title:</u> MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS								
<u>Owner:</u>								
Hong Kong	HK	REP	Published	12106153.6	24-Feb-2010			
<u>Application Title:</u> MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS								
<u>Owner:</u>								
United States of America	19	PRI	Granted	12/391864	24-Feb-2009	8282268	09-Oct-2012	18-Aug-2030
<u>Application Title:</u> MAGNETIC DRIVE FOR FOOD PROCESSING APPARATUS								
<u>Owner:</u>								

Client-Matter#: 12002-7720

Disclosure Status: Filed

Disclosure Date:

Invention Title: BLENDER WITH FEATURE FOR DISPENSING PRODUCT BY WEIGHT

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: KFN GKG KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	10	ORD	Allowed	12959047	02-Dec-2010	8616248	31-Dec-2013	01-May-2032

Application Title: BLENDER WITH FEATURE FOR DISPENSING PRODUCT BY WEIGHT

Owner:

United States of America	11	ORD	Granted	12959048	02-Dec-2010	8616249	31-Dec-2013	20-Apr-2032
--------------------------	----	-----	---------	----------	-------------	---------	-------------	-------------

Application Title: BLENDER WITH FEATURE FOR DISPENSING PRODUCT BY WEIGHT

Owner:

United States of America	12	PRI	Granted	13/018604	01-Feb-2011	8616250	31-Dec-2013	24-Mar-2032
--------------------------	----	-----	---------	-----------	-------------	---------	-------------	-------------

Application Title: BLENDER WITH FEATURE FOR DISPENSING PRODUCT BY WEIGHT

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12092-7722

Disclosure Status: Filed

Disclosure Date:

Invention Title: SELF-CLEANING DRAIN FOR FOOD PREPARATION APPARATUS

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PRI	Allowed	13/025083	10-Feb-2011	8684047	01-Apr-2014	17-Sep-2032

Application Title: SELF-CLEANING DRAIN FOR FOOD PREPARATION APPARATUS

Owner:

United States of America 20 CON Unfiled

Application Title: SELF-CLEANING DRAIN FOR FOOD PREPARATION APPARATUS

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7723

Disclosure Status: Filed

Disclosure Date:

Invention Title: BLADE STRUCTURE FOR BLENDER

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PRI	Granted	12/978450	24-Dec-2010	8132752	13-Mar-2012	24-Dec-2030

Application Title: BLADE STRUCTURE FOR BLENDER

Owner:

Client-Matter#: 12002-7724

Disclosure Status: Filed

Disclosure Date:

Invention Title: ICE SCRAPER SAFETY BLADE CARTRIDGE FOR BEVERAGE BLENDER

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	19	PRI	Published	13/303297	23-Nov-2011			

Application Title: ICE SHAVER SAFETY BLADE CARTRIDGE FOR BEVERAGE BLENDER

Owner:

Wednesday, April 02, 2014

Patent Master List by (Client-Matter#)

Page: 14 of 15

Client-Matter#: 12002-7727

Disclosure Status: Filed

Disclosure Date:

Invention Title: INDIVIDUAL FROZEN DRINK DISPENSER

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Patent Cooperation Treaty	WO	ORD	Published	PCT/US2012/058642	04-Oct-2012			

Application Title: INDIVIDUAL FROZEN DRINK DISPENSER

Owner:

Patent Master List by (Client-Matter#)

Client-Matter#: 12002-7728

Disclosure Status: Filed

Disclosure Date:

Invention Title: FROZEN DRINK DISPENSER AND METHOD OF DISPENSING FROZEN DRINKS

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client Ref.:

Attorneys: JLW KFN KAP

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Patent Cooperation Treaty	WO	ORD	Pending	PCT/US2014/013551	29-Jan-2014			

Application Title: FROZEN DRINK DISPENSER AND METHOD OF DISPENSING FROZEN DRINKS

Owner:

United States of America	19	PRI	Pending	13/754306	30-Jan-2013			
--------------------------	----	-----	---------	-----------	-------------	--	--	--

Application Title: FROZEN DRINK DISPENSER AND METHOD OF DISPENSING FROZEN DRINKS

Owner:

EXHIBIT B

TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

Trademark List (by Country)

Trademark	Client-Matter#: Country	Sub Case Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
-----------	----------------------------	-----------------------	--------------------------------	-------------------------------------	---------------------------------------	------------------------

ISLAND OASIS	I2002-1100	MA ORD	52039 03-Mar-1986		66841 14-Mar-1986	Registered 14-Mar-2016
--------------	------------	--------	----------------------	--	----------------------	---------------------------

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.: 22530-00002

Agent Reference:

SAS

ISLAND OASIS	I2002-1101	MA ORD			66842 14-Mar-1986	Registered 14-Mar-2016
--------------	------------	--------	--	--	----------------------	---------------------------

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.: 22530-00003

Agent Reference:

SAS

Trademark List (by Country)

Trademark	Client-Matter#: Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
ISLAND OASIS	12002-2200	ORD		73/586130 05-Mar-1986	06-Aug-1991	1662686 29-Oct-1991	Registered 29-Oct-2021
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>							
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-4 <u>Agent Reference:</u>							
ISLAND OASIS	12002-2201	ORD		73/586129 05-Mar-1986	30-Jul-1991	1662032 22-Oct-1991	Registered 22-Oct-2021
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>							
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-7 <u>Agent Reference:</u>							
DESIGN (WAVE)	12002-2205	ORD		75/105926 17-May-1996	15-Apr-1997	2117453 02-Dec-1997	Registered 02-Dec-2017
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>							
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-08 <u>Agent Reference:</u>							
ISLAND OASIS	12002-2206	ORD		75/116285 10-Jun-1996	06-May-1997	2083591 29-Jul-1997	Registered 29-Jul-2017
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>							
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> <u>Agent Reference:</u>							

Trademark List (by Country)

Trademark	Client-Matter#: Country	Sub Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
ISLAND OASIS	12002-2208	ORD	75/671503 31-Mar-1999	26-Oct-1999	3099575 06-Jun-2006	Registered 06-Jun-2016
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>						
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-15 <u>Agent Reference:</u>						

THE SMOOTHIE WITH AN "E" (FOR EXCELLENT)	12002-2209	ORD	75/670856 30-Mar-1999	09-Nov-1999	2314734 01-Feb-2000	Registered 01-Feb-2020
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>						
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-00016 <u>Agent Reference:</u>						

ISLAND OASIS	12002-2215	ORD	75/879624 23-Dec-1999	05-Jun-2001	3099578 06-Jun-2006	Registered 06-Jun-2016
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>						
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-21 <u>Agent Reference:</u>						

ISLAND OASIS	12002-2216	ORD	75/879558 23-Dec-1999	19-Mar-2002	2577180 11-Jun-2002	Registered 11-Jun-2022
<u>Class(es):</u> <u>Owner:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Client:</u> ISLAND OASIS FROZEN COCKTAIL CO., INC. <u>Agent:</u> <u>File Location:</u>						
<u>Attorneys:</u> JLW SAS <u>Client Ref.:</u> 22530-22 <u>Agent Reference:</u>						

Wednesday, April 02, 2014

Country: United States of America

Trademark List (by Country)

Page: 32 of 35

Trademark

Client-Matter#: Country	Sub Case	Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
----------------------------	-------------	------	--------------------------------	-------------------------------------	---------------------------------------	------------------------

ISLAND OASIS	12002-2220	ORD	78/118187 28-Mar-2002	03-Jun-2003	2756107 26-Aug-2003	Registered 26-Aug-2023
--------------	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.: 22530-220

Agent Reference:

ISLAND ORIGINALS	12002-2231	ORD	78/513366 08-Nov-2004	16-May-2006	3687459 22-Sep-2009	Registered 22-Sep-2019
------------------	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

WORLD'S FINEST FROZEN DRINKS	12002-2232	ORD	78/545239 11-Jan-2005		3257235 26-Jun-2007	Registered 26-Jun-2017
------------------------------	------------	-----	--------------------------	--	------------------------	---------------------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

ISLAND OASIS	12002-2235	ORD	77/044555 15-Nov-2006	25-Dec-2007	3394000 11-Mar-2008	Registered 11-Mar-2018
--------------	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

TRADEMARK

REEL: 005296 FRAME: 0579

Trademark List (by Country)

Trademark

Client-Matter#: Country Sub Case Application No. Publication No. Registration No. Status
 Case Type Filing Date Date Date Date Next Renewal

THE TASTE OF PARADISE 12002-2238 ORD 77/380927 25-Jan-2008 08-Dec-2009 3814983 06-Jul-2010 06-Jul-2020 Registered

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

SAS

BRING THE ISLAND HOME 12002-2239 ORD 77/380931 25-Jan-2008 16-Dec-2008 3723007 08-Dec-2009 08-Dec-2019 Registered

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

SAS

ISLAND ORIGINALS 12002-2240 ORD 77/801916 11-Aug-2009 13-Apr-2010 4002995 26-Jul-2011 26-Jul-2021 Registered

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location: A194138 OFF-SITE

Attorneys: JLW

Client Ref.:

Agent Reference:

SAS

BARISTA FRUA 12002-2241 ORD 77/856524 23-Oct-2009 27-Jul-2010 3912105 25-Jan-2011 25-Jan-2021 Registered

Class(es):

Owner:

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

SAS

Trademark List (by Country)

Trademark	Client-Matter#: Country	Sub Case Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
-----------	----------------------------	-----------------------	--------------------------------	-------------------------------------	---------------------------------------	------------------------

ISLAND ORCHARD	12002-2242	ORD	85/011658 12-Apr-2010	07-Sep-2010	3990969 05-Jul-2011	Registered 05-Jul-2021
----------------	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

FUEL POWERED BY ISLAND OASIS (AND DESIGN)	12002-2244	ORD	85/573331 19-Mar-2012	11-Dec-2012	4294770 26-Feb-2013	Registered 26-Feb-2023
---	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

F.A.N.S.	12002-2245	ORD	85/659078 22-Jun-2012	21-May-2013	4433439 12-Nov-2013	Registered 12-Nov-2023
----------	------------	-----	--------------------------	-------------	------------------------	---------------------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

FANS FRESH ALL NATURAL SMOOTHIES (AND DESIGN)	12002-2246	ORD	85/659144 22-Jun-2012	04-Dec-2012		To be Aband
---	------------	-----	--------------------------	-------------	--	-------------

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

Wednesday, April 02, 2014

Country: United States of America

Trademark List (by Country)

Page: 35 of 35

Trademark	Client-Matter#: Country	Sub Case Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
FLEXBLEND	I2002-2247	ORD	85/848652 13-Feb-2013	13-Aug-2013		Published

Class(es):

Owner: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Client: ISLAND OASIS FROZEN COCKTAIL CO., INC.

Agent:

File Location:

Attorneys: JLW

Client Ref.:

Agent Reference:

SAS