

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLIANCE FOOD EQUIPMENT PROCESSING, LLC		08/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GRAM EQUIPMENT OF AMERICA, INC.		
<b>Street Address:</b>	1212 N. 39th Street, Suite 438		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33605		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0695255	VITALINE	
<b>Registration Number:</b>	2171614	VERSA LINE	
<b>Registration Number:</b>	3357265	CREAM	
<b>Registration Number:</b>	3357266	C.R.E.A.M.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9086547866		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	908-654-5000		
<b>Email:</b>	trademarkadmin@ldlkm.com		
<b>Correspondent Name:</b>	BRIAN R. TOMKINS		
<b>Address Line 1:</b>	600 SOUTH AVENUE WEST		
<b>Address Line 4:</b>	WESTFIELD, NEW JERSEY 07090		
<b>NAME OF SUBMITTER:</b>	BRIAN R. TOMKINS		
<b>SIGNATURE:</b>	/BRIAN R. TOMKINS/		
<b>DATE SIGNED:</b>	10/27/2014		
<b>Total Attachments: 9</b>			
source=20141027160111673#page1.tif			
source=20141027160111673#page2.tif			

OP \$115.00 0695255

TRADEMARK

source=20141027160111673#page3.tif  
source=20141027160111673#page4.tif  
source=20141027160111673#page5.tif  
source=20141027160111673#page6.tif  
source=20141027160111673#page7.tif  
source=20141027160111673#page8.tif  
source=20141027160111673#page9.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into and effective as of September 2, 2014 by and between ALLIANCE FOOD EQUIPMENT PROCESSING, LLC, a Delaware limited liability company ("Assignor"), and GRAM EQUIPMENT OF AMERICA, INC., a New York corporation ("Assignee").

### RECITALS

- A. WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 31, 2014 (the "Purchase Agreement").
- B. Pursuant to the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Intellectual Property Assets and any Assumed Liabilities relating to the Intellectual Property Assets.
- C. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

### AGREEMENT

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

1. Assignment and Assumption. On the terms and subject to the conditions of the Purchase Agreement, effective as of the date hereof, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Intellectual Property Assets (including, but not limited to, the items listed on Exhibit A hereto), including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Intellectual Property Assets, whether arising prior to, or after the date hereof. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and any other appropriate empowered officials inside or outside the United States to transfer all registrations and applications for the patents, trademarks, copyrights and domain names included in the Intellectual Property Assets, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications included in the Intellectual Property Assets, in accordance with this Agreement.
2. Power of Attorney. The Assignor authorizes the Assignee to represent the Assignor and act on behalf of the Assignor before the United States Patent and Trademark Office and any other appropriate empowered officials inside or outside the United States in order to record the assignment to the Assignee on or after the date hereof of all rights, title and interest in

and to any and all of the Intellectual Property Assets and to receive notices from the United States Patent and Trademark Office and any other appropriate empowered officials inside or outside the United States relating to any and all of the Intellectual Property Assets.

3. Further Assurances. The parties hereto, from time to time, upon the other party's reasonable request and without further consideration, agree to execute and deliver such additional papers, instruments and documents and take such other actions reasonably requested to consummate and make more effective the assignment and assumption and other transactions contemplated by this Agreement.

4. Relationship to Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto. For the avoidance of doubt, the Assignee may sell, transfer and assign any and all of the Intellectual Property Assets without the consent of the Assignor.


6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or pdf, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

[Balance of page intentionally remains blank.]

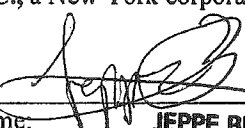
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

ASSIGNOR:

**ALLIANCE FOOD EQUIPMENT  
PROCESSING, LLC**  
a Delaware limited liability company

By:   
Name: Neal E. White  
Title: President

ASSIGNEE:

**GRAM EQUIPMENT OF AMERICA,  
INC.**, a New York corporation *by power of attorney*  
By:   
Name: **JEPPE BUSKOV**  
Title: **ADVOKAT**  
**KROMANN REUMERT**  
**SUNDKROGSGADE 5, 2100 KØBENHAVN Ø**

Intellectual Property Assignment and Assumption

**TRADEMARK**  
**REEL: 005388 FRAME: 0311**





**EXHIBIT A**

Trademarks

Country	Mark Name	Application No	App Date	Reg No	Reg Date	Current Owner	Goods
Japan	VITALINE AND DESIGN	26215/63	11/19/1963	649902	8/10/1964	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	FROZEN CONFECTIONERY MAKING AND PACKING MACHINES; FROZEN CON
United States	VITALINE AND DESIGN	72/053,081	6/6/1958	695255	3/29/1960	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	FROZEN CONFECTION MAKING MACHINE
Community Trademark	VITALINE	422535	11/11/1996	422535	11/10/1998	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	MACHINE TOOLS AND MACHINES, IN PARTICULAR FOR PRODUCING ARTI
South Korea	VITALINE	2007-18814	11/23/2007	388729	12/30/1997	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	MACHINE FOR MAKING FROZEN CONFECTIONS
United States	VERSA LINE (STYLIZED)	75/043,401	1/16/1996	2171614	7/7/1998	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	MACHINES FOR MANUFACTURING FROZEN CONFECTIONS, COMPOSED PRIM
United States	DOS	76/070,923	6/15/2000	2610428	8/20/2002	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	MACHINES WITH A REFRIGERATION COMPONENT FOR MANUFACTURING FR
United States	DESIGN ON SURFACE	76/071,245	6/15/2000	2596261	7/16/2002	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	MACHINES WITH A REFRIGERATION COMPONENT FOR MANUFACTURING FR
United States	ANDERSON & DESIGN	73/072,397	12/22/1975	1052279	11/9/1976	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	PACKAGING MACHINES INCLUDING ICE CREAM, COTTAGE CHEESE AND Y
United States	CREAM	78/650,440	6/14/2005	3357265	12/18/2007	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	FREEZERS, MIXERS AND BLENDERS, SOLD AS A UNIT, FOR MIXING AN



United States	C.R.E.A.M.	78/650,441	6/14/2005	3357266	12/18/2007	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC	FREEZERS, MIXERS AND BLENDERS, SOLD AS A UNIT, FOR MIXING AN
---------------	------------	------------	-----------	---------	------------	---	--

Patents

Country	Application Number	Application Date	Patent Number	Grant Date	Title	Current Owner
Brazil	PI0513927-9	7/18/2005			SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Norway	20070998	7/18/2005			SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
United States	10/903,021	7/30/2004			SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
United States	08/396,553	3/1/1995	5,615,559	4/1/1997	METHOD AND APPARATUS FOR RECIRCULATING PRODUCT IN A REFRIGERATION SYSTEM	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
United States	08/574,116	12/18/1995	5,582,856	12/10/1996	APPARATUS AND METHOD FOR MAKING A MULTI-FLAVORED FROZEN CONFECTION	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
United States	08/574,115	12/18/1995	5,720,175	2/24/1998	APPARATUS AND METHOD FOR MAKING A MULTI-FLAVORED FROZEN CONFECTION	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Australia	2005274816	7/18/2005	2005274816	5/5/2011	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Belgium	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC

Canada	2575159	7/18/2005	2575159	12/7/2010	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
France	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Germany	5772325.6	7/18/2005	6.02005E+11	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Great Britain	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Italy	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Japan	2007-523627	7/18/2005	4753944	6/3/2011	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Mexico	MX/a/2007/001145	7/18/2005	292442	11/22/2011	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Netherland	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Poland	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Portugal	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Romania	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC

South Korea	10-2007-7004626	7/18/2005	10-0944741	2/22/2010	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Spain	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Switzerland	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC
Turkey	5772325.6	7/18/2005	EP1786270	3/26/2014	SYSTEM AND METHOD FOR MANUFACTURING FROZEN EDIBLE PRODUCTS	ALLIANCE FOOD EQUIPMENT PROCESSING, LLC

Copyrights

Copyright Registration No.	Title	Expiration Year
Certificate No. RE 813-242	Ice Cream Novelty Design - E	2066
Certificate No. RE 813-243	Ice Cream Novelty Design - B	2066
Certificate No. RE 813-244	Ice Cream Novelty Design - G	2066
Certificate No. RE 813-245	Ice Cream Novelty Design - A	2066
Certificate No. RE 813-246	Ice Cream Novelty Design - D	2066

Domain names

WCBICECREAM.COM  
WCBICECREAM.DK