

Assignment Recordation
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U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 Assignment Recordation
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Form PTO-1594 (Rev 01-09)
 OMB Collection 0651-0027 (exp 02/28/2009)

103614751

Re
 12/30/10
 11-29-10

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

1. Name of conveying party(ies):
 OUTSET, INC.
 8426 Pine Court
 Victoria, MN 55386
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Minnesota
 Other _____
 Citizenship (see guidelines) US
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No
 Name: Fox Run USA, LLC
 Internal
 Address: Att: Sean Leonard
 Street Address: 1907 Stout Drive
 City Ivyland,
 State Pennsylvania
 Country US Zip: 18974
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Co. State of Delaware
 If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) 11.29.10
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A Trademark Application No (s)
 B Trademark Registration No (s)
3,015,934 Outset
3,007,654 Table Logo Mark
3,629,897 Entertaining Well Done
 Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name Herten, Burstein et al
 Internal Address Att: Arnold D. Litt, Esq.
 Street Address: 21 Main Street, Suite 353
 City Hackensack
 State NJ Zip 07601-7095
 Phone Number 201-342-6000
 Fax Number 201-342-6611
 Email Address: Alitt@hertenburstein.com

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$120.00
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 12/08/2010 HTON11 00000016 3015934
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ Date 11.29.10
 Signature
SEAN LEONARD, CHAIRMAN
 Name of Person Signing
 Refund Ref: _____
 12/08/2010 HTON11 00000016 3015934
 sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P O Box 1450, Alexandria, VA 22304-1450 **\$30.00**

TRADEMARK
REEL: 004452 FRAME: 0810

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made this ___ day of November, 2010, by OUTSET, INC., a Minnesota corporation ("Assignor"), to FOX RUN USA, LLC, a Delaware limited liability company ("Assignee").

RECITAL

Assignor and Assignee are parties to an Asset Purchase Agreement dated November 21, 2010 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

This assignment is made by Assignor and accepted by Assignee without representation or warranty of any kind or nature whatsoever, either express or implied, except for those Representations and Warranties in the Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR

OUTSET, INC.

By: 

Curtis B. Anderson, President

ASSIGNEE:

FOX RUN USA, LLC

By: _____

Sean Leonard,
Manager and Chairman

This assignment is made by Assignor and accepted by Assignee without representation or warranty of any kind or nature whatsoever, either express or implied, except for those Representations and Warranties in the Agreement

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR

OUTSET, INC.

By: _____
Curtis B. Anderson, President

ASSIGNEE

FOX RUN USA, LLC

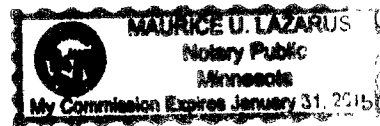
By: _____
Sean Leonard,
Manager and Chairman

STATE OF MINNESOTA)
) ss.:
COUNTY OF Washington)

On this 11th day of November, 2010, before me, Maurice U. Lazarus, personally appeared Curtis B. Anderson, President of Outset, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Maurice U. Lazarus
Notary Public of the State of Minnesota
My commission expires on 1/31/2015



SCHEDULE A

Registered Marks

Mark	U.S. Registration No	Registration Date
OUTSET	3,015,934	November 15, 2005
TABLE LOGO MARK	3,007,654	October 18, 2005
ENTERTAINING WELL DONE	3,629,897	June 2, 2009

Unregistered Marks

Mark

Pending Mark Applications

Mark	Application No	Application Date
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