

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Speen & Company, Inc.		11/18/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Sizzle Brands LLC		
Street Address:	41 Industrial Parkway		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3287090	SIZZLE	
Registration Number:	1360708	COLORIFFICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	diane@coloriffics.com		
Correspondent Name:	Speen & Company, Inc.		
Address Line 1:	41 Industrial Parkway		
Address Line 4:	Woburn, MASSACHUSETTS 01801		
NAME OF SUBMITTER:	Michael Speen		
Signature:	/s/Michael Speen		
Date:	11/18/2013		
Total Attachments: 3			
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## SIDE LETTER AGREEMENT

This Side Letter Agreement (the “**Agreement**”) is entered into as of November 18, 2013 (the “**Effective Date**”) by and among Speen & Company, Inc. (d/b/a Coloriffics), a Massachusetts corporation (“**Seller**”), the individuals identified as shareholders on the signature page attached hereto (each, a “**Shareholder**” and, collectively, the “**Shareholders**”), and **Sizzle Brands LLC**, a Massachusetts limited liability company (“**Purchaser**”). Seller and Purchaser may be individually referred to herein as “**Party**” or collectively as “**Parties**”.

WHEREAS, the Parties are party to an Asset Purchase Agreement dated as of November 18, 2013 (the “**APA**”) pursuant to which the Seller agreed to sell, and the Purchaser agreed to purchase the Assets used and useful in the Business, each as more specifically set forth in the APA; and

WHEREAS, the Parties acknowledge that in order for certain of the Assets to be effectively transferred to the Purchaser, notice must be given, third party consent must be obtained and/or an assignment process must be completed.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

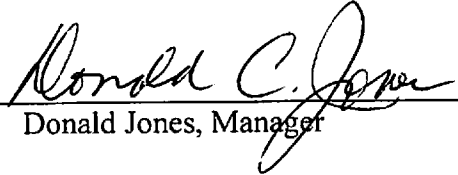
1. Concurrent Assignment. The Seller shall transfer and assign to the Purchaser all of the US Registered Trademarks and URLs set forth on Schedule 8(1) to the APA concurrently with the Closing of the sale under the APA.
  - a. The Seller shall assign all of the US Registered Trademarks to the Purchaser via an electronic filing.
  - b. The Seller shall transfer all of the URLs set forth on Schedule 8(1) to the Purchaser and shall provide the Purchaser with such information as may be required in order for the Purchaser to administer the URLs with the domain registry (register.com).
2. Other Assignments. The Seller shall provide such notices, obtain such consents and complete such other assignment processes in order to complete the transfer and assignment to the Purchaser of all of the contracts and licenses set forth on the Schedules to the APA no later than the close of business (Boston time) on December 31, 2013.
3. No Waiver. By entering into this Side Letter Agreement, the Purchaser is not waiving any rights under the APA, including any rights to seek indemnification under Section 11(a) of the APA.

*[Signature on following page]*


OCJ

IN WITNESS WHEREOF, the undersigned have duly executed this Side Letter Agreement as of the date first above written.

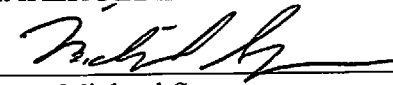
**SIZZLE BRANDS LLC**

By:   
Donald Jones, Manager

**SPEEN & COMPANY, INC.**

By:   
Michael Speen, President

**SHAREHOLDER**

  
Michael Speen

**Schedule 8(I)**

**Intellectual Property**

A. Trademarks

- a. USPTO Registered Trademark "COLORIFFICS" (Serial No. 73515373/Reg. No. 1360708) registered on September 17, 1985.
- b. USPTO Registered Trademark "SIZZLE" (Serial No. 78826276/Reg. No. 3287090) registered on August 28, 2007.

B. Website Domain Names (all registered with register.com)

- a. [www.coloriffics.com](http://www.coloriffics.com)
- b. [www.sizzleshoes.com](http://www.sizzleshoes.com)
- c. [www.bestpromshoes.com](http://www.bestpromshoes.com)
- d. [www.bestweddingshoes.com](http://www.bestweddingshoes.com)
- e. [www.coloriffics.net](http://www.coloriffics.net)
- f. [www.sizzleshoe.com](http://www.sizzleshoe.com)