

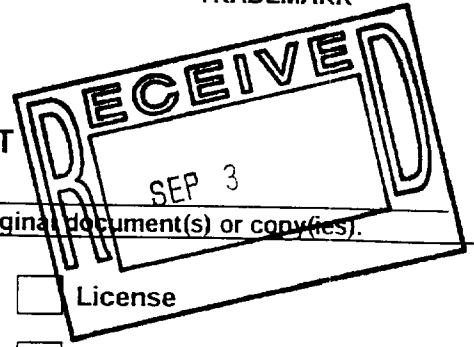
09-15-1998

MRD
9-3-98



100834771

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Formerly ~~DBA/AKA/TA~~

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/10/1998 BNGUYEN 00000113 2168819

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2168819"/> | <input type="text" value="1709424"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="786882"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="795665"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

NEAL SCHUMAN, PRESIDENT of

August 27, 1998

Imperia Foods, Inc.

Signature

Date Signed

Schuman Acquisition, Inc.

TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT dated as of August 10, 1998 by and between IMPERIA FOODS, INC., a New Jersey corporation ("Assignor"), and SCHUMAN ACQUISITION, INC., a New Jersey corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated July 2, 1998 ("Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement Assignor agrees to sell, assign and transfer to Assignee certain trademarks and trade names and Assignee agrees to accept and receive the assignment of such trademarks and trade names; and

WHEREAS, capitalized terms used herein without definition have the meanings respectively assigned to them in the Asset Purchase Agreement.

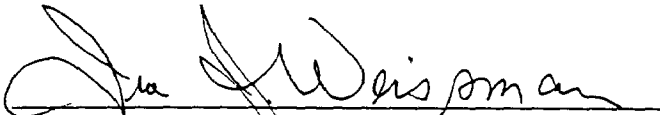
NOW, THEREFORE, in consideration of the sale, transfer, conveyance, assignment and delivery of the Imperia Assets by Assignor to Assignee and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Proprietary Rights. Assignor hereby transfers and assigns to Assignee and Assignee hereby receives and accepts from Assignor all of Assignor's rights, goodwill, obligations and interest in and to the trade names and trademarks set forth in Exhibit A (the "Trademarks").
2. Further Assurances. Assignor hereby warrants and represents to Assignee that Assignor owns all rights, title and interest in and to the Trademarks. Assignor further warrants and represents that Assignor has all the necessary rights to enter into this Agreement and to assign the Trademarks to Assignee free and clear of all liens and encumbrances. Assignee and Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Assignment Agreement.
3. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.
4. Amendment. This Assignment Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto.

5. Governing Law. This Assignment Agreement shall be governed by federal laws and the laws of the State of New Jersey, without regard for principals of conflicts of laws.

IN WITNESS WHEREOF, each party hereto has executed this Assignment Agreement on the date and year first above written.

IMPERIA FOODS, INC.

By: 
Name: Ira Weissman
Title: President

SCHUMAN ACQUISITION, INC.

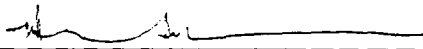
By: 
Name: Neal Schuman
Title: President

Exhibit A

1. "Bella Rosa" - Registration number 2,168,819
2. "Imperia" - Registration number 786,882
3. "Emperia" - Registration number 795,665
4. "Emperia Sprinkle Cheese Lite" & Design - Registration number 1709424
5. "Il Parmággia" - Unregistered
6. "Casa Dini" - Unregistered