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1. Name of conveying party: UniPro Foodservice, Inc., a Delaware corporation

2. Name and address of receiving party:

Mivila Corporation, a New Jersey corporation  
226 Getty Avenue  
Patterson, New Jersey 07503



04-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #33

3. Nature of conveyance and execution date: Trademark Assignment dated as of and executed on December 1, 1999.

4. Trademark Registration Number:

Two (2) Trademark Registrations: Registration Numbers 1,890,000 and 1,482,092

5. Mail correspondence concerning document to:

Ted Laoudis  
Mivila Corporation  
226 Getty Avenue  
Patterson, New Jersey 07503

6. Total number of applications/ registrations involved: Two (2)

7. Total fee (37 CFR 3.41), enclosed: \$65.00. 8. Deposit account number: N/A

9. 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.

Ted Laoudis

4/5/99

Date

Total Number of Pages for This Cover Sheet: One (1)

04/22/1999 DNGUYEN 00000111 1482092  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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TRADEMARK  
REEL: 1887 FRAME: 0052

**Exhibit B**

**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is executed and delivered as of the **1st day of December, 1998** (the "Effective Date"), by and between UniPro Foodservice, Inc., a Delaware corporation with a place of business at 2500 Cumberland Parkway, Atlanta, Georgia 30339 ("UniPro"), and Mivila Corporation, a New Jersey corporation with a place of business at 226 Getty Avenue, Paterson, New Jersey 07503 ("Mivila").

**WHEREAS**, pursuant to an Asset Purchase Agreement between the parties of even date herewith, to which this Assignment is an Exhibit, Mivila is acquiring certain assets from UniPro representing the label inventory for the business to which the trademarks listed below (defined below as the "Marks") pertain; and **WHEREAS**, UniPro wishes to transfer and assign all of its right, title and interest in and to such Marks to Mivila, in connection with Mivila's acquisition of such assets and the goodwill associated therewith; and **WHEREAS**, the parties wish to evidence this transfer of rights by this instrument of assignment;

**NOW THEREFORE**, in consideration of Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, UniPro hereby sells, assigns and transfers to Mivila, and Mivila hereby accepts, UniPro's full and entire right, title and interest in and to the trademarks listed below, together with all the goodwill appurtenant thereto, and together with all rights in the associated U.S. trademark registrations identified below (collectively, the "Marks"), as well as all rights to damages or profits, due or accrued, arising out of past infringements of such Marks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name. The Marks are as follows:

<u>Mark</u>	<u>Federal Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>
EMBASSY'S LUCKY BOY	1,890,000	4/18/95	29, 30, 32
LUCKY BOY	1,482,092	3/29/88	2, 3, 29, 30, 31, 32

The Marks are to be held and enjoyed by Mivila for the exclusive use and benefit of Mivila and Mivila's representatives, successors, and assigns, as fully and entirely as the same would be held and enjoyed by UniPro had this Assignment not been made.

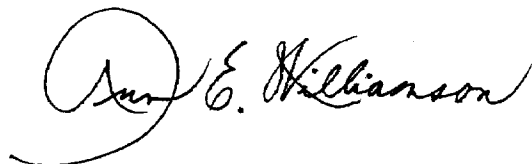
IN WITNESS WHEREOF, UniPro has caused this Assignment to be executed and delivered, as of the Effective Date.

**UniPro Foodservice, Inc., a Delaware corporation**

By: Alan Plassche

Name: Alan Plassche

Title: Chief Executive Officer



**MY COMMISSION EXPIRES APRIL 7, 2002**