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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Casa Imports, Inc. 1201 Broad Street Utica, NEW YORK 13501

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other INCORPORATED IN NY

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: International Foodservice Distributors Company LLC Internal DBA Bellissimo Foods Address:

Street Address: 985 Moraga Raod #203 City: LaFayette State: CA Zip: 94549

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CA Other

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: JULY 14, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2576426

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DBA Bellissimo Foods

Internal Address:

06/06/2003 ECOOPER 00000300 2576426

40.00 OP

Street Address: 1301 Broad Street

City: Utica State: NY Zip: 13504-4429

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PHILIP CASAMENTO, SECRETARY

Name of Person Signing

Signature

JULY 14, 2003

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



07-24-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

TRADEMARK REEL: 002798 FRAME: 0108

TRADEMARK ASSIGNMENT

This Agreement is by and between Casa Imports, Inc. ("Assignor")
and International Foodservice Distributors Company LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: #2576426 – SPENDIDA the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on JULY 14, 2003

3. **Representations and Warranties**. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

7. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of CALIFORNIA.

Date: JULY 14, 2003

ASSIGNEE



Signature

JEFF MCGUIRE, VICE PRESIDENT

Printed Name

International Foodservice Distributors Company LLC

ASSIGNOR


Signature

PHILIP CASAMENTO, SECRETARY

Printed Name

Casa Imports, Inc.