

10-10-2003

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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): M. David Schleider

9.10.03

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

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

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: 7/1/03

2. Name and address of receiving party(ies)

Name: Grand Brands, LLC

Internal Address:

Street Address: 9101 B Yellow Brick Road

City: Baltimore State: MD Zip: 21237

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other [checked] Maryland Limited Liability Company

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

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

A. Trademark Application No.(s) 76/328364

B. Trademark Registration No.(s)

Additional number(s) attached [] Yes [checked] No

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

Name: E. Scott Johnson, Esq.

Internal Address: Ober, Kaler, Grimes & Shriver

Street Address: 120 E. Baltimore Street

City: Baltimore State: MD Zip: 21202-1643

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

E. Scott Johnson, Esq. Name of Person Signing

[Signature] Signature

September 10, 2003 Date

Total number of pages including cover sheet, attachments, and document: 3

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

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 1ST day of July, 2003 (the "Effective Date"), by and between M. David Schleider ("Assignor") and Grand Brands, LLC ("Assignee").

WHEREAS, Assignor has developed certain formulas and methods for producing flavoring products for the beverage industry (collectively, together with any other concepts developed by Assignor while a member of the Company, the "Products"), and Assignor may own certain Intellectual Property Rights (as hereinafter defined) in connection with the Products; and

WHEREAS, Assignor wishes to assign all of his Intellectual Property Rights to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

"Intellectual Property Rights" – means any and all now known or hereafter known tangible and intangible (i) rights associated with works of authorship including but not limited to copyrights, (ii) trademark, trade dress and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) which relate, in any such case, in any way whatsoever to the Products.

2. Assignment

Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Assignor's Intellectual Property Rights. Assignee shall not be required to make any payment for the transfers made hereunder, it being understood that Assignor transfers all such Intellectual Property Rights to Assignee as a result of and in connection with Assignor's status as the manager of Assignee.

3. Further Assurances; Attorney in Fact

At Assignee's request, Assignor agrees to execute any and all copyright and trademark applications and other documents and instruments requested by Assignee for the purposes of carrying into effect the provisions of this Agreement including, but not limited to, declarations, assignments, and powers of attorney. The cost of recording and registering any such rights shall be borne by Assignee. In the event Assignor refuses, at the expiration of ten (10) days after Assignee's written notice, to render the assistance contemplated in the first sentence of this paragraph, Assignor hereby appoints Assignee as its attorney-in-fact solely to prepare, execute, acknowledge, file, and/or record, in Assignor's name or otherwise, and to take any such

customary actions with respect to, any document(s) or instruments Assignee deems necessary to carry into effect the provisions of this Agreement including, without limitation, to effect and perfect the rights, agreements, and ownership arrangements provided for in this Agreement and to make filing(s) and/or recording(s) of all appropriate applications, instruments, or other documents with the United States Copyright Office, the United States Patent and Trademark Office, and/or any other office(s) or agency(ies) in any part of the world.

4. Miscellaneous

(a) This Agreement contains the entire agreement of the parties hereto and no provisions of this Agreement may be changed or modified except in writing, signed by the parties hereto. There are no representations, warranties, promises or undertakings other than those contained in this Agreement. The failure or delay of either party in enforcing any of its right under this Agreement shall not be deemed a continuing waiver or a modification thereof, and either party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all of such rights.

(b) The headings used hereunder are for convenience only and the parties agree that such headings are not to be construed to be part of this Agreement or to be used in determining the meaning or interpretation of this Agreement.

(c) The provisions of this Agreement are severable, the invalidity in whole or in part of any provisions shall not affect any other provisions, and each provision shall be enforced to the maximum extent permitted by law.

(d) This Agreement shall be binding on and shall inure to the benefit of the parties, and their respective successors and assigns.

(e) This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

WITNESS:

By: M. David Schleider
M. DAVID SCHLEIDER

GRAND BRANDS, LLC

By: M. David Schleider
David Schleider, Manager