

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
Cannoli Factory, Inc.		06/30/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Florio Food Corp.		
Doing Business As:	DBA Cannoli Factory		
Street Address:	350 Motor Parkway, Suite 110		
City:	Happauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1887336	CANNOLI FACTORY	
CORRESPONDENCE DATA			
Fax Number:	(212)451-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-451-2321		
Email:	rfriedberg@olshanlaw.com		
Correspondent Name:	Olshan Grundman Frome Rosenzweig		
Address Line 1:	65 East 55th Street		
Address Line 2:	Rand Friedberg		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Randy Friedberg		
Signature:	/randyfriedberg/		
Date:	08/02/2005		

OP \$40.00 1887336

Total Attachments: 3

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Trademark Assignment

This Agreement, entered into on June 30, 2005 ("Effective Date") is by and between Cannoli Factory, Inc. ("Seller"), and Florio Food Corp. d/b/a Cannoli Factory, a corporation duly organized and existing under the laws of the State of New York, having offices at 350 Motor Parkway, Suite 110, Happaug, New York, its successors and assigns ("Buyer").

Whereas, Seller wishes to assign to Buyer all right, title and interest in and to the registered trademark specified on Attachment 1 annexed hereto and incorporated herein by reference; and

Whereas, Buyer wishes to accept such assignment.

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby assigns to Buyer, and Buyer hereby accepts, all rights, title and interest in and to the trademarks specified below, including all pending registration applications and all renewal rights in such marks, the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Buyer, its successors or assigns, and including the goodwill of the business symbolized by such marks.

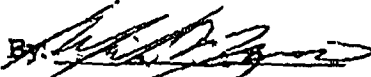
2. Seller agrees to execute such other documents as may be requested by Buyer to give effect to the terms hereof.

3. By their signature below, the parties hereto represent that they have full right, power and authority to enter into and perform under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

SELLER

BUYER

By: 

By: 

Name: Michael V. Zucaro

Name: John Alair

Title: President

Title: President

463918-1

Serial Number: 74449763
Registration Number: 1887336
Word Mark: CANNOLI FACTORY
International Class: 030
U.S. Class: 046
Goods and Services: bakery products; DATE OF FIRST USE: 1982.01.00; DATE OF FIRST USE IN
COMMERCE: 1988.01.00
Mark Drawing Code: (5) WORDS, LETTERS AND/OR NUMBERS IN STYLIZED FORM
Filing Date: 19931022
Published for Opposition: 19950110
Registration Date: 19950404
Owner Name: (REGISTRANT) Zucaro, Michael V.
Owner Address: 75 WYANDANCH AVE WYANDANCH NEW YORK 11798
INDIVIDUAL Individual UNITED STATES
Type of Mark: TRADEMARK
Disclaimer: NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CANNOLI" APART
FROM THE MARK AS SHOWN
Register: PRINCIPAL
Affidavit: SECT 15.; SECT 8 (6-YR)
USAMark Vol. ID: USM00094
Live / Dead: REGISTERED

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