

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mamma Sez, Inc.		10/20/2005	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nonni's Food Company, Inc.		
<b>Street Address:</b>	One Westbrook Corporation Center		
<b>Internal Address:</b>	Suite 430		
<b>City:</b>	Westchester		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60153		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2895990	MAMMA SAYS	
<b>Serial Number:</b>	76268246	THE ORIGINAL ITALIAN FORTUNE COOKIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.072		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$65.00 2895990

Signature:

/njb/

Date:

11/03/2005

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made and effective as of October 20, 2005, by Mamma Sez, Inc., a New Jersey corporation with offices at 49 Lincoln Road, Butler, New Jersey 17405 U.S.A. (“**Assignor**”), to Nonni’s Food Company, Inc., a Florida corporation with offices at One Westbrook Corporation Center, Suite 430, Westchester, Illinois 60153 U.S.A. (“**Assignee**”).

WHEREAS, this Assignment is subject to the terms and conditions of the Purchase Agreement, dated as of October 21, 2005 (the “**Purchase Agreement**”), by and between Assignor, Assignee, and the other parties named therein;

WHEREAS, Assignor desires to sell all assumed fictional business names, trade names, registered and unregistered marks, trademarks, service marks, secondary marks, trade styles, logos, and other source or business identifiers and applications, and all common-law rights related thereto (including, without limitation, the Marks and applications therefor set forth on Schedule A) owned by Assignor as of the date hereof, and the right to obtain all renewals thereof and the registrations and the applications thereof in the U.S. Patent and Trademark Office, together with the goodwill associated with any of the foregoing (collectively, “**Marks**”); and

WHEREAS, Assignee desires to acquire the entire right, title, and interest therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to this Assignment, Assignor hereby sells, assigns, conveys, and transfers to Assignee all right, title, and interest in and to the Marks, and the registrations and the applications thereof, together with all common-law rights and goodwill of the business symbolized by the Marks and the registrations and the applications, all causes of action for damages, including by reason of past or present infringement or misappropriation thereof, and all income, royalties, or payments due as of the date hereof or hereafter.

Assignor agrees not to use the Marks or any variations of the Marks after execution of this Agreement except as otherwise permitted pursuant to a License Agreement between Assignor and Assignee. Furthermore, Assignor agrees not to challenge the validity of the Marks or title of Assignee to the Marks.

At any time and from time to time after the date hereof, at the request of the Assignee, the Assignor will execute and deliver such other instruments of transfer, and provide testimony by affidavit or other appropriate means, and take such other action as the Assignee may reasonably request to transfer to the Assignee, and to confirm the Assignee’s title to or interest in, the Marks, and consummate the other transactions contemplated hereby.

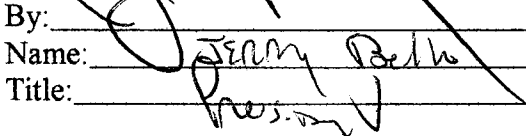
This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

\* \* \* [*Signatures Follow*] \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

**ASSIGNOR:**

MAMMA SEZ, INC.

By:   
Name: Jimmy Bell  
Title: President

**ASSIGNEE:**

NONNI'S FOOD COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT  
FOR ASSIGNOR**

STATE OF NEW YORK )  
 )  
COUNTY OF SULLIVAN ) ss:

On this 26<sup>th</sup> day of October, 2005, before me, JE Michelet Smith, a notary public in and for said County and State, personally appeared Jerry Bell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michele T. Smith  
Notary Public

MICHELE T. SMITH  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 10, 2008  
**ACKNOWLEDGMENT  
FOR ASSIGNEE**

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss:

On this \_\_\_ day of October, 2005, before me, \_\_\_\_\_, a notary public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first set forth above.

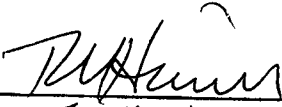
**ASSIGNOR:**

MAMMA SEZ, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

NONNI'S FOOD COMPANY, INC.

By:  \_\_\_\_\_  
Name: Timothy Harris  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT  
FOR ASSIGNOR**

STATE OF NEW YORK                    )  
  )    ss:  
COUNTY OF SULLIVAN                )

On this \_\_\_ day of October, 2005, before me, \_\_\_\_\_, a notary public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

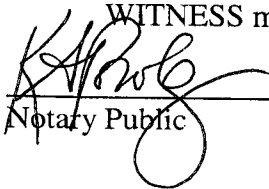
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT  
FOR ASSIGNEE**

STATE OF ILLINOIS                    )  
  )    ss:  
COUNTY OF COOK                    )

On this 20 day of October, 2005, before me, Katherine A. Rowles, a notary public in and for said County and State, personally appeared Timothy Harris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



## SCHEDULE A

### Marks and Trademark Registrations

#### Registered Marks:

Mark	Registration No.	Serial No.	Registration Date	Filing Date
Mamma Says	2,895,990	75-901,209	October 19, 2004	January 20, 2000

#### Pending Applications:

Mark	Application Serial No.	Filing Date
The Original Italian Fortune Cookie	76-268246	

#### Unregistered Marks:

Mark
Mamma Sez
Mamma Says Biscotti