

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
William J McAlpin		01/12/2006	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	La Minita Corp. c/o Centre Partners Management LLC		
Street Address:	30 Rockefeller Plaza, 50th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78499850	LA MINITA TARRAZU	
CORRESPONDENCE DATA			
Fax Number:	(650)802-3100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kim.erlanson@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Kim Erlanson		
Address Line 1:	201 Redwood Shores Parkway		
Address Line 4:	Redwood Shores, CALIFORNIA 94065		
ATTORNEY DOCKET NUMBER:	34460.0088		
NAME OF SUBMITTER:	Kim Erlanson		
Signature:	/Kim Erlanson/		
Date:	01/19/2006		

CH \$40.00 78499850

Total Attachments: 3

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ASSIGNMENT OF MARK

THIS ASSIGNMENT OF MARK ("Assignment"), dated as of January 12, 2006 ("Effective Date"), is made by and between William J. McAlpin, located at P.O. Box 66 Bar Harbor, Maine 04609 ("Assignor"), and La Minita Corp., a Delaware corporation, having its principal office at c/o Centre Partners Management LLC, 30 Rockefeller Plaza, 50th Floor, New York, New York 10020 ("Assignee").

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated as of November 10, 2005, among Assignor and Assignee;

WHEREAS, Assignor is the owner of all rights, title and interest in and to the Mark (as defined below); and

WHEREAS, in connection with the transactions contemplated by the Agreement, Assignor has agreed to assign to Assignee the Mark and to execute this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Agreement, the parties agree as follows:

1. Definitions.

a. "Mark" means the following trademark, service mark and any applicable logo, whether in word mark, stylized and/or design format, that is the subject of the registration listed below:

Mark	Jurisdiction Registered	Reg. or Serial No.	Date of Reg. (or filing date)
LA MINITA TARRAZU	United States	78499850	October 14, 2004

b. Capitalized terms used herein and not otherwise defined in this Assignment shall have the respective meanings set forth in the Agreement.

2. Assignment.

Assignor hereby transfers, assigns, sells, conveys and delivers to Assignee, its successors and assigns, free and clear of all Liens (other than Permitted Exceptions), all of Assignor's rights, title and interest in and to the Mark (including, without limitation, the registrations thereof and applications therefor (wherever filed)), together with the goodwill of the business symbolized by the Mark, and all rights, claims and privileges pertaining to the Mark, including, without limitation, the right to maintain and prosecute trademark registrations and applications for the Mark and the right to sue and recover damages for past, present and future infringement of the Mark.

[SIGNATURE PAGE FOLLOWS]

d. This Assignment shall be governed by and construed in accordance with the rules and substantive laws of the State of Texas, without regard to conflict of laws provisions thereof.

c. This Assignment is made pursuant to (and does not modify) the Agreement, which contains certain representations, warranties and covenants regarding the Mark.

b. If any provision of this Assignment shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable.

a. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Miscellaneous.

Each party agrees to execute, acknowledge and deliver such further instruments, and to from time to time to fully vest, effect or perfect in Assignee all rights, title and interest in and to the Mark or otherwise carry out the purposes and intent of this Assignment. Such actions include, without limitation, providing documents and information useful or necessary to prosecute any application to register the Mark or maintain any registered Mark, or pursue or defend any administrative, court, or other legal proceeding involving the Mark.

3. Further Actions.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR: By: William J. McAlpin

ASSIGNEE: LA MINTA CORP. By: Name: R. Eric Wilmes Title: Vice President

SIGNATURE PAGE TO ASSIGNMENT OF MARK