

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
Piknik Products Company, Inc.		02/10/2006	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	SOC Asset Acquisition Company, LLC		
Street Address:	821 North Main Street		
City:	Brundidge		
State/Country:	ALABAMA		
Postal Code:	36010		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1144439		
Registration Number:	188061		
Registration Number:	2868348		
Registration Number:	2576092		
CORRESPONDENCE DATA			
Fax Number:	(205)458-9500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-458-9460		
Email:	ljw@jbpp.com		
Correspondent Name:	Lance J. Wilkerson		
Address Line 1:	1901 Sixth Avenue North		
Address Line 4:	Birmingham, ALASKA 35203		
NAME OF SUBMITTER:	Lance J. Wilkerson		
Signature:	/Lance J. Wilkerson/		

OP \$115.00 1144439

Date:

02/20/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 10th day of February, 2006 by and between **PIKNIK PRODUCTS COMPANY, INC.**, an Alabama corporation, with offices at 881 North Main Street, Brundidge, Alabama 36010 ("Assignor") and **SOC ASSET ACQUISITION COMPANY, LLC**, an Alabama limited liability company, with offices at 80 South Dean Street, Englewood, New Jersey 07631 ("Assignee"). This Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of the 10th day of February between Assignor and Assignee (the "Purchase Agreement"). All capitalized terms used but not defined in this Agreement shall have the same meanings ascribed in the Purchase Agreement

The Purchase Agreement provides that the parties hereto shall enter into this Assignment in order to assign and contribute all of the Assignor's intellectual property assets to Assignee, including, without limitation, certain trademark and service marks owned by Assignor that are the subject of the trademark registrations with the United States Patent and Trademark Office and the Alabama Secretary of State listed on Schedule A attached hereto (cumulatively, the "Assigned Marks").

Now therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. Assignor does hereby assign, grant, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill of the business appertaining thereto and which is symbolized by the Assigned Marks, the right to secure all renewals and extensions thereof, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Assigned Marks or the accompanying goodwill.

2. Assignor represents and warrants that, to its Knowledge (a) it has the full right to make this Assignment; (b) this Assignment is effective to convey all rights, title and interest to Assignee; (c) it has not assigned or purported to assign any right, title or interest in or to the Assigned Marks to any third party; and (d) at the time of the execution and delivery of these presents, it possesses the entire and exclusive title to, right to, and interest in the Assigned Marks, free and clear of all liens, encumbrances, security interests, and other interests or rights of others except as expressly set forth in the underlining as follows (if any be so set forth): NONE EXCEPTED.

3. Assignor agrees that, upon reasonable request it will, at any time without charge to Assignee, but at Assignee's expense, furnish all necessary documentation reasonably available to Assignor relating to or supporting chain of title, sign all appropriate papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Assigned Marks in Assignee, its successors, assigns and legal representatives or nominees.

In witness whereof, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date written above.

PIKNIK PRODUCTS COMPANY, INC.

By: 

Name: Herman R. Loeb

Title: President

SOC ASSET ACQUISITION COMPANY, LLC

By: 

Name: Dudley W. Dow

Its: Vice Manager

SCHEDULE A

Federal Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
PIKNIK	USA	1,144,439	12/23/1980
PIKNIK (Stylized)	USA	188,061	08/19/1924
CAMELLIA	USA	2,868,348	08/03/2004
STEWARTS	USA	2,576,092	06/04/2002

State Registered Trademarks

<u>Trademark</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
CAMELLIA	Alabama	108858	07/21/2003
CAMELLIA BRAND	Alabama	108915	08/26/2003