

**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>
Top Catch, Inc.		03/26/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling Foods		
<b>Composed Of:</b>	COMPOSED OF Vinil S. David and Sundeep S. David		
<b>Street Address:</b>	Milagres Centre		
<b>Internal Address:</b>	Hampankatta		
<b>City:</b>	Mangalore		
<b>State/Country:</b>	INDIA		
<b>Postal Code:</b>	575001		
<b>Entity Type:</b>	PARTNERSHIP: INDIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76539372	YACHT BRAND	
<b>Serial Number:</b>	76536460	YACHT BRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)684-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-684-3900		
<b>Email:</b>	jreisman@grr.com		
<b>Correspondent Name:</b>	James Reisman		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	8th floor		
<b>Address Line 4:</b>	new york, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	4722/003		

OP \$65.00 76539372

DOMESTIC REPRESENTATIVE

**900047222**

**TRADEMARK  
 REEL: 003294 FRAME: 0623**

Name: james reisman  
Address Line 1: 270 Madison Avenue  
Address Line 2: 8th floor  
Address Line 4: new york, NEW YORK 10016

NAME OF SUBMITTER:	James Reisman
Signature:	/James Reisman/
Date:	04/21/2006

Total Attachments: 2  
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## **DEED OF ASSIGNMENT**

THIS ASSIGNMENT IS MADE ON THE 26<sup>th</sup> DAY OF March 2006

BETWEEN, **TOP CATCH INC.** a Corporation organised and existing under the laws of the State of New York of 60-64 Commerce Street Brooklyn New York, 11231 (hereinafter referred to as "the Assignor") of the one Part.

AND **STERLING FOODS** a Company organized and existing under the Laws of Companies Act, 1956 having its principal place of business at Milagres Centre, Hampankatta, Mangalore 575001, India (hereinafter referred to as "the Assignee") of the Other Part.

WHEREAS the Assignor is the Applicant of the following Trademarks in United States of America (Hereinafter referred to as the "said trade marks")

APPLN. NO.	APPLN. DATE	TRADEMARK	CLASS
76539372	15 <sup>th</sup> July 2003	YACHT (BRAND)	29
76536460	28 <sup>th</sup> July 2003		29

AND WHEREAS with effect from 26<sup>th</sup> March 2006 the Assignor has agreed to assign the said trade marks to the Assignee together with a) the goodwill (b) all extensions and renewals of the Trade Marks, (c) all Common Law rights into and under the trademarks, (d) the right to Register, renew protect and defend the trade marks, including the right to sue and and bring claims for and collect, for Assignee's own use and enjoyment, damages and any other legal or equitable remedy of the Trade Marks concerned in the goods for which the said trademarks are pending registration for the consideration hereinafter appearing.

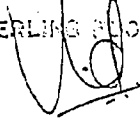
NOW THIS DEED WITNESSETH that in pursuance of this agreement and in consideration of the sum of US\$100 ( equivalent to I.N.R. 4,300/) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, the Assignor **HEREBY ASSIGNS** its right, title and interest in and to the said trade marks to the Assignee, **TO HOLD** the same unto the Assignee and its successors absolutely.

The Assignor hereby agrees and undertakes that at any time after execution of this Deed of Assignment the Assignor shall forward the original Registration Certificates to the Assignee as and when received by the Assignor.

The Assignor also agrees and undertakes that, at the Assignee's cost, if and whenever so required by the

xxx2006-03-21

For **STERLING FOODS**

  
VINIL S. DAVID  
Managing Partner

**TRADEMARK**

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Assignor.

The Assignor also agrees and undertakes that, at the Assignee's cost, if and whenever so required by the Assignee it shall sign, execute and do and shall use its reasonable endeavors to procure any third party to sign, execute all such documents and do all such acts and things as the Assignee may reasonably require:

a) To assist the Assignee or its nominee in making and/or pursuing any past, present and future claim, against any third party for infringement of any of the rights, title and interest assigned and,

b) To assist the Assignee or its nominee in defending any Claim by a third party against the use of the rights, title and interest assigned to the Assignee.

The Assignee agrees with the Assignor to use its reasonable endeavors to take all reasonable steps to register promptly its interest in the said Trade Mark at the U.S.P.T.O. following execution of this Assignment.

IN WITNESS WHEREOF the parties hereto have executed and delivered this instrument as a Deed the day and year first before written.

Signed on behalf of the said Top Catch Inc.

By: Arthur Gentile *Arthur Gentile*

in the presence of

ARABETTE STRASSER  
Notary Public, State of New York  
No. 24-496977  
Qualified in Kings County  
Commission Expires July 30, 2006

Signed on behalf of the said Sterling Foods

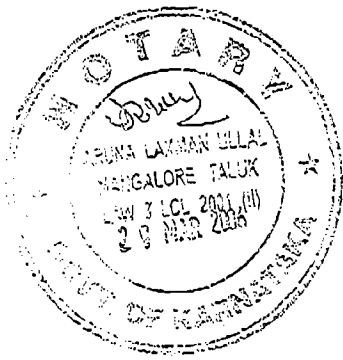
For STERLING FOODS

By: Vinil S. David

VINIL S. DAVID  
Managing Partner



in the presence of



Signed before me  
*[Signature]* 29.3.2006  
NOTARY  
MANGALORE  
NOTARIAL REG. NO. 1732 2006