

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
Stonewall Kitchen, Limited		06/30/2001	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Stonewall Kitchen, LLC		
Street Address:	Two Stonewall Lane		
City:	York		
State/Country:	MAINE		
Postal Code:	03909		
Entity Type:	LIMITED LIABILITY COMPANY: MAINE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2785394	STONEWALL KITCHEN	
Registration Number:	2585068	CREATORS OF SPECIALTY FOODS	
Registration Number:	1919989	STONEWALL KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	(207)772-3627		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	207 772-1941		
Email:	dnathanson@dwmlaw.com		
Correspondent Name:	Daina J. Nathanson		
Address Line 1:	245 Commercial Street P.O. Box 9781		
Address Line 4:	Portland, MAINE 04104-5081		
NAME OF SUBMITTER:	Daina J. Nathanson		
Signature:	/Daina J. Nathanson/		
Date:	06/29/2006		

OP \$90.00 2785394

Total Attachments: 3
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into as of, although not necessarily on, the 30th day of June, 2001 by and between STONEWALL KITCHEN, LIMITED, a Maine corporation having a principal place of business and mailing address of Two Stonewall Lane, York, Maine 03909 (the "Assignor") and STONEWALL KITCHEN, LLC, a Maine limited liability company doing business as Stonewall Kitchen and also having a principal place of business and mailing address of Two Stonewall Lane, York, Maine 03909 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignee has been formed as part of a corporate reorganization, whereby the Assignor will contribute to the capital of Assignee all of the assets of the Assignor used or useful in the manufacture, distribution and retail sales of certain food products and all other products and services related thereto (the "Business"); and

WHEREAS, Assignor owns and uses certain service marks, trademarks and copyrights which pertain to and are used in connection with the Business; and

WHEREAS, so as to facilitate the corporate reorganization and Assignee's efforts to keep such Business ongoing, the Assignor desires to assign to Assignee, for Assignee's own use and benefit, Assignor's service marks, trademarks and copyrights as described herein; and

WHEREAS, as successor in interest to the Business, the Assignee desires to obtain such service marks, trademarks and copyrights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers to the Assignee all of its right, title and interest in and to (i) all service marks and trademarks of Assignor, whether registered or unregistered, and all applications and registrations thereof, including, without limitation, those listed in **Schedule A** attached and (ii) the copyright throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided, and all applications and registrations thereof) in and to all works of Assignor, together with the right to apply for registrations in the United States and anywhere else in the world, the goodwill associated therewith, all common law rights thereto, all rights in licenses and agreements connected therewith, all rights to sue and recover for damages and profits and all other remedies for past infringements thereof, and all other properties

and rights related thereto (all, collectively, hereinafter referred to as the "Intellectual Property").

2. Assignor agrees that it will, at the request of Assignee, execute all reasonable documentation, including confirmatory service mark and/or trademark and copyright assignments and other documents, and generally do everything necessary and proper subsequent to the execution of this Assignment of Intellectual Property in order to transfer to the Assignee full ownership of the Intellectual Property and the properties and rights with respect thereto.

IN WITNESS WHEREOF, the Assignor hereto has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first above written.

WITNESS:

STONEWALL KITCHEN, LIMITED

Daine Nathanson

By: *Jonathan R King*
Jonathan R. King, President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

June 30, 2001

PERSONALLY APPEARED the above-named Jonathan R. King, President of Stonewall Kitchen, Limited, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Stonewall Kitchen, Limited.

Before me,

Daine Nathanson
Notary Public ~~Attorney~~ at Law

Daina J. Nathanson
Print Name

SCHEDULE A

SERVICE MARKS AND TRADEMARKS

<u>Service Marks/Trademarks</u>	<u>Serial Nos.</u>	<u>Registration Nos.</u>
Products for Gourmet Living	76/268470	
Stonewall Kitchen	76/268980 (Expansion of existing trademark Reg. No. 1919989)	1919989
Creators of Specialty Foods	76/268859	
Stonewall Kitchen for Kids of All Ages		2230271