

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tomric Plastics, Inc.		09/06/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Chocofresh, Inc.		
Street Address:	85 River Rock Drive, Suite 202		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78777780	CHOCOFRESH	
Serial Number:	78957573	CHOCO FRESH	
Serial Number:	78882691	NEW WORLD CHOCOLATE	
CORRESPONDENCE DATA			
Fax Number:	(585)899-2931		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(716) 856-0600		
Email:	trademarks@jaeckle.com		
Correspondent Name:	Jaeckle Fleischmann & Mugel, LLP		
Address Line 1:	12 Fountain Plaza		
Address Line 4:	Buffalo, NEW YORK 14202-2292		
ATTORNEY DOCKET NUMBER:	91811-090204		
NAME OF SUBMITTER:	Daniel P. Joyce		
Signature:	/daniel p. joyce/		

CH 7877780 \$90.00

Date:

09/13/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tomric Plastics, Inc., a New York Corporation, (hereinafter "Assignor"), confirms that it has sold, transferred and assigned, and by these presents does hereby sell, transfer and assign to Chocofresh, Inc. (hereinafter "Assignee"), the entire right, title and interest including all common law rights in its trademarks, service marks and trade names used in the Business (hereinafter "Marks") as identified in the Schedule attached to and forming a part of this Assignment, together with all applications and registrations therefore throughout the world, and together with the good will of the business connected with the use of and symbolized by the Marks and with all rights of protection and all claims for past infringement thereof throughout the world.

Assignor covenants that it has the full right and power to convey the entire interest herein assigned, and that it has not executed and shall not hereafter execute any document in conflict with this assignment.

Assignor agrees that upon request of the Assignee, or its successors, assigns or other legal representatives, Assignor or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary to carry out the intent of this Assignment at the Assignor's expense, including but not limited to causing any party under the Assignor's control to execute such documents and do all other legal acts reasonably necessary to carry out the intent of this assignment.

SIGNATURE PAGE FOLLOWS

Signed and sealed this 6th day of September, 2006

ASSIGNOR

Tomric Plastics, Inc.

BY: [Signature]
Timothy Thill, President

STATE OF NEW YORK

COUNTY OF ERIE

Before me this 6th day of September, 2006, personally appeared Timothy Thill, known to me and who acknowledged to me that he is the President of Tomric Plastics, Inc., and that he executed the foregoing instrument on behalf of Tomric Plastics, Inc.

[Signature]
Notary Public

AGREED:

CHOCOFRESH, INC.
(a New York corporation)
85 River Rock Drive #202
Buffalo, New York 14207

DANIEL P. JOYCE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 9, 2007

By: [Signature]

Print Name: Timothy Thill

Print Title: President

SCHEDULE OF ASSIGNED MARKS

United States Trademark Applications

Trademark	Application No.
CHOCOFRESH	Application No. 78/777,780
CHOCOFRESH (and Design)	Application No. 78/957,573
NEW WORLD CHOCOLATE	Application No. 78/882,691