

TRADEMARK ASSIGNMENT

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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
Meats and Perishables of Closter, L.L.C.		10/13/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pope Food Group, LLC		
Street Address:	119 Rockland Avenue		
City:	Northvale		
State/Country:	NEW JERSEY		
Postal Code:	07647		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1612213	POPE	
Registration Number:	2139194	POPE	
Registration Number:	0282636	POPE BRAND	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	J1321-14		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		

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Signature:	/Vanessa A. Ignacio/
Date:	10/31/2006
Total Attachments: 3 source=Pope Trademark Assignment 10-13-06#page1.tif source=Pope Trademark Assignment 10-13-06#page2.tif source=Pope Trademark Assignment 10-13-06#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between Meats and Perishables of Closter, L.L.C., a New Jersey limited liability company, having an address at 119 Rockland Avenue, New Jersey, 07647 ("Assignor") and Pope Food Group, LLC, a New Jersey limited liability company, having an address at 119 Rockland Avenue, Northvale, New Jersey, 07647 ("Assignee").

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the "Trademarks").

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

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 13th day of October 2006.

Meats and Perishables of Closter, L.L.C.

By: Marilyn Johnson

Name: Marilyn Johnson

Title: President

STATE OF New Jersey)

COUNTY OF Bergen)

On this 27th day of Oct., 2006, before me personally appeared Marilyn Johnson, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument, the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Rowe
NOTARY PUBLIC

LISA ROWE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 02 / 08 / 2010

My commission expires: _____

Pope Food Group, LLC

By: Marilyn Johnson

Name: Marilyn Johnson

Title: President

Schedule A
Trademarks

Mark	Country	Application No.	Registration No.
POPE	United States		1612213
POPE & DESIGN	United States		2139194
POPE BRAND & DESIGN	United States		0282636
POPE	Antigua/Barbuda		3915
POPE	Barbados		8110046
POPE	Canada		TMA535713
POPE	Colombia		242810
POPE	Costa Rica	2006-3016	N/A
POPE	Dominican Republic		77220
POPE	Dominican Republic		77221
POPE	European Union (CTM)		80069
POPE	Mexico	797219	N/A
POPE	Venezuela		190629
POPE	Haiti		37690
POPE	Honduras		64359
POPE	Mexico		495535
POPE	Nicaragua		29933
POPE	Netherlands/Antilles		18632
POPE	Trinidad/Tobago		23812