



RECORD
TRADEMARKS ONLY
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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents on the new address(es) below.

10.31.06

1. Name of conveying party(ies):

Lisy Corp.

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lisy Acquisition Corp.

Internal Address: c/o WRH Partners II, LLC, 8th Floor

Street Address: 67 Park Place

City: Morristown

State: New Jersey

Country: U.S.A Zip: 07960

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(See Exhibit A attached hereto)

(See Exhibit A attached hereto)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

(See Exhibit A attached hereto)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lisy Acquisition Corp.

Internal Address: c/o WRH Partners II, LLC
8th Floor

Street Address: 67 Park Place

City: Morristown

State: NJ Zip: 07960

Phone Number: (973) 984-1233

Fax Number: (973) 984-5818

Email Address: beb@huffcompanies.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

00000004 78265676
40.00 DP
225.00 DP

9. Signature: Alberico Echeandia

Signature

NOV 30 2006

Date

ALBERICO ECHEANDIA

Name of Person Signing

Total number of pages including cover sheet, attachments, and document _____

11/02/2006
01 FC: 024
02 FC: 032

SCHEDULE A

SERVICEMARKS, TRADEMARKS, TRADE NAMES AND APPLICATIONS

Servicemark or Trademark	U.S. Registration No.	Registration Date
Lisy	2424650	January 30, 2001
Orale!	2594378	July 16, 2002
Orale!	2475936	August 7, 2001
El Isleño	2440877	April 3, 2001
El Gozo	2762704	September 9, 2003
Mexico Lindo	2685887	February 11, 2003
Jal-Mex	2435880	March 13, 2001
"El Isleño"	1589171	March 27, 1990
Cachita Spices	3026433	December 13, 2005

Pending Servicemark or Trademark Applications	Application Number(s):	Application Date(s):
El Reventón	78607376 (Serial Number)	April 12, 2005

Unregistered Servicemarks and Trademarks: None (See pending applications.)

Trade Names: El Reventon

Corporate Name: Lisy Corp.

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Assignment"), dated as of October 30, 2006, by and between Lisy Corp., a Florida corporation ("Seller") and Lisy Acquisition Corp., a Delaware corporation ("Buyer"), is executed and delivered pursuant to that certain Asset Purchase Agreement dated as of September 22, 2006 (the "Purchase Agreement") among Seller, Buyer, Alberico Echemendia, an individual resident of Florida ("Owner"), The Huff Alternative Fund, L.P., a Delaware limited partnership ("Huff I") and The Huff Alternative Parallel Fund, L.P., a Delaware limited partnership ("Huff II"), and is subject to the terms and conditions thereof. All capitalized terms used and not defined in this Assignment shall have the meanings attributed to them in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, and subject to the terms and conditions set forth therein, Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, the Purchased Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Seller, and Seller has agreed to execute and deliver this Assignment to Buyer.

WHEREAS, in accordance therewith, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, Seller's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names (including all of Seller's worldwide right, title and interest in, to and under such servicemarks, trademarks, trademark applications and trade names), including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that pursuant to the terms of the Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Seller hereby sells, grants, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby accepts such sale, grant, conveyance, assignment, transfer and delivery of, all of the Marks, including Seller's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller further agrees that it will at any time and from time to time, at the request of Buyer, execute and deliver to Buyer all other and further instruments reasonably necessary to vest in Buyer the right, title and interest in or to any of the Marks which this instrument purports to transfer to Buyer.

3. Any individual, partnership, corporation, governmental entity or other entity may rely, without further inquiry, upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification or affidavit by any notary public of any state relating to the authorization, execution and delivery of this Assignment or to the authenticity of any copy, conformed or otherwise, hereof.

4. All of the terms and provisions of this Assignment will be binding upon inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Assignment.

[SIGNATURES BEGIN ON NEXT PAGE]

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I hereby certify that on this 30 day of October, 2006, personally appeared Bryan C. Mason, as Secretary of Lisy Acquisition Corp., a corporation under the laws of the State of Delaware, who is personally known to me or who produced the following identification (NJ DL 95535 102006954), and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal in the County and State aforesaid as of this 30 day of October, 2006.



(Name of Notary)
Notary Public
State of _____
Commission or Serial No.: _____
My commission expires:



Exhibit A

1. USPTO record for each of the trademarks being assigned from the USPTO Trademark Electronic Search System.
2. Assignment of Trademarks dated October ~~30~~³⁰, 2006 between Lisy Acquisition Corp., a Delaware corporation, and Lisy Corp., a Florida corporation.