

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
Bedford Brands Ltd.		11/20/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Mario Belardino		
Street Address:	c/o Bedford Brands		
Internal Address:	2 East Avenue		
City:	Larchmont, NY		
State/Country:	NEW YORK		
Postal Code:	10538		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77024788	GRAPPINO	
Serial Number:	77023453	OGGI!	
Serial Number:	77033303	PROSECCHINO	
CORRESPONDENCE DATA			
Fax Number:	(617)507-6585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-504-0436		
Email:	hs1@mindspring.com		
Correspondent Name:	Heidi A. Schiller		
Address Line 1:	197 Elm Street		
Address Line 2:	Suite 1730		
Address Line 4:	Northampton, MASSACHUSETTS 01060		
ATTORNEY DOCKET NUMBER:	BEDFORD		
NAME OF SUBMITTER:	Heidi A. Schiller		

OP \$90.00 77024788

Signature:

/Heidi A. Schiller/

Date:

11/20/2006

Total Attachments: 3

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ASSIGNMENT

This agreement, effective this ^{20th} day of November 2006 ("Effective Date") is by and between Bedford Brands Ltd., a New York corporation having a place of business at 2 East Avenue, Suite 209, Larchmont, New York 10538 (hereinafter "Assignor") and Mario Belardino, a U.S. citizen with a postal address of 10 Bedford Brands (hereinafter "Assignee").
*2 East Avenue
Larchmont, N.Y. 10538*

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks GRAPPINO, OGGI! And PROSECCHINO (hereinafter the "Marks"), the business to which the Marks apply and the goodwill associated therewith;

WHEREAS, Assignee is desirous of purchasing all right, title and interest in and to that the portion of Assignor's ongoing business to which the Marks apply, together with the Marks and the goodwill associated therewith;

NOW THEREFORE in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, delivers and sets over to the entire right, title and interest of Assignor in and to that portion of Assignor's ongoing business to which the Marks related together with the Marks and the goodwill of such business and all registrations and applications therefor in the United States (as per the attached Schedule A) and all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, now or hereafter in effect, for Assignee's own use and

enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date of this agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives.

BEDFORD BRANDS LTD.

Mario Belardino

By: 

Title: President



SCHEDULE A

U.S. TRADEMARK APPLICATIONS

GRAPPINO – U.S. Serial No. 77/024788 filed October 19, 2006

OGGI! - U.S. Serial No. 77/023453 filed October 18, 2006

PROSECCHINO – U.S. Serial No. 77/033303 filed October 31, 2006