

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tech Com International, Inc.		12/18/2006	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	F&F Foods, Inc.		
<b>Street Address:</b>	3501 West 48th Place		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60632		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2502294	HAPPY HEALTH CANDIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5135796959		
<b>Email:</b>	trademarks@kmlaw.com		
<b>Correspondent Name:</b>	Patricia B. Hogan		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	TE0850IP0001		
<b>NAME OF SUBMITTER:</b>	Patricia B. Hogan		
<b>Signature:</b>	/Patricia B. Hogan/		
<b>Date:</b>	01/04/2007		

OP \$40.00 2502294

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of this 18 day of DEC., 2006 ("Effective Date") from TechCom International, Inc., an Ohio corporation located at 1000 S.W. 52<sup>nd</sup> Avenue, Suite 177, Gainesville, Florida 32608 ("Assignor") to F&F Foods, Inc., located at 3501 West 48<sup>th</sup> Place, Chicago, Illinois 60632 ("Assignee").

WHEREAS, Assignor has adopted, has licensed use of and is the exclusive owner of all right, title, and interest in and to the trademark HAPPY HEALTH CANDIES U.S. Registration No. 2,502,294; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. The trademark HAPPY HEALTH CANDIES, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademark");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademark, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademark and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademark and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademark and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademark and Related Rights in Assignee and to record this Assignment with all appropriate authorities.


This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 18<sup>th</sup> day of DEC, 2006.

By: Jon R Anfinson  
Name: Jon R Anfinson  
Title: PRESIDENT TECHOM GROUP LLC  
DBA  
TECHOM INTERNATIONAL  
INC.

State of Florida )  
: SS  
County of Alachua )

On this 18<sup>th</sup> day of December, 2006, before me appeared Jon Anfinson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

 Shawn D Malone  
My Commission DD230980  
Expires July 10 2007

[Signature]  
Signature of Notary Public

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