

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
Andreas Economou		01/06/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	UNIFRUTTI OF AMERICA, INC.		
Street Address:	3460 N. Delaware Avenue		
Internal Address:	Suite 302		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19134-6311		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2938493	TUTTIFRUTTI	
Registration Number:	2938492	TOOTIEFRUTTI	
Serial Number:	76246983	TUTIFRUTTI	
CORRESPONDENCE DATA			
Fax Number:	(215)405-2562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-977-2544		
Email:	lforrest@wolfblock.com		
Correspondent Name:	Robert F. Zielinski, Esq.		
Address Line 1:	1650 Arch Street		
Address Line 2:	22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	ECO011-147853		
NAME OF SUBMITTER:	Robert F. Zielinski, Esq.		

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TRADEMARK

Signature:

/robertzielinski/

Date:

01/10/2007

Total Attachments: 1

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TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT, dated 01/06/06, is made by Andreas Economou ("Assignor") and Unifrutti of America, Inc. ("Assignee").

WHEREAS, Assignor is in the business of brokering and selling fresh fruits and vegetables at wholesale and is the owner of the trademarks TOOTIEFRUTTI, TUTTIFRUTTI and TUTIFRUTTI; U.S. Trademark Registration No. 2,938,493 for TUTTIFRUTTI; U.S. Trademark Registration No. 2,938,492 for TOOTIEFRUTTI; and U.S. Trademark Application No. 76/246,983 for TUTIFRUTTI, now abandoned (collectively, the "Marks");

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in the Marks as well as all goodwill associated therewith; and

WHEREAS, Assignee agrees to reimburse Assignor for all costs and fees associated with the acquisition, prosecution and defense of the Marks (the "Costs").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor for the payment of Assignor's Costs and other good and valuable consideration hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, as well all goodwill associated therewith, including but not limited to any and all renewals, reversions and extensions thereof under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Agreement not been made.

2. This Trademark Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflict or choice of law principles thereof or of any other jurisdiction.

3. This Trademark Agreement constitute the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Trademark Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

IN WITNESS WHEREOF, Assignor has executed this Trademark Agreement as of the date first above written.

For:

ANDREAS ECONOMOU

By: 

Print Name: Andreas Economou

Title: Owner

For:

UNIFRUTTI OF AMERICA, INC.

By: 

Print Name: Andreas Economou

Title: CEO