

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
Delta Group, USA Inc.		10/04/2007	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Imperial Company, Inc.		
Street Address:	5115 E. Pickard Street		
City:	Mount Pleasant		
State/Country:	MICHIGAN		
Postal Code:	48858		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1566493	NEXT DOOR FOOD STORE	
CORRESPONDENCE DATA			
Fax Number:	(616)336-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(616) 336-6000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	John A. Waters		
Address Line 1:	P.O. Box 352		
Address Line 2:	Varnum Riddering Schmidt Howlett LLP		
Address Line 4:	Grand Rapids, MICHIGAN 49501-0352		
ATTORNEY DOCKET NUMBER:	121299		
NAME OF SUBMITTER:	John A. Waters		
Signature:	/John A. Waters/		
Date:	10/05/2007		

CH \$40.00 1566493

ASSIGNMENT OF TRADEMARK

DELTA GROUP-U.S.A, INC., a Michigan corporation ("Assignor"), is the record owner of the entire right, title, and interest in and to the following trademark (the "Trademark"):

NEXT DOOR FOOD STORE, United States Trademark Registration No. 1,566,493.

WHEREAS, pursuant to Michigan Compiled Laws ("MCL") § 450.1801(1)(f), Assignor was automatically dissolved;

WHEREAS, under MCL § 450.1833, a dissolved corporation shall continue its corporate existence for the purpose of doing all acts incident to the liquidation of its business and affairs, including the distribution of assets to its shareholders;

WHEREAS, Assignor holds title to the Trademark until such Trademark is transferred in the Assignor's name, pursuant to M.C.L. § 450.1834(b);

WHEREAS, Assignor has not distributed and assigned the Trademark to its shareholder, as Assignor remains the registered owner of the Trademark;

WHEREAS, Assignor has paid all of its debts, obligations and liabilities, as required under MCL § 450.1855a; and

WHEREAS, in order to effectuate the distribution of the Trademark pursuant to MCL § 450.1855a, Assignor has agreed to assign and transfer its entire right, title, and interest in and to the Trademark and its associated goodwill to its sole shareholder, **IMPERIAL COMPANY, INC.**, a Michigan corporation ("Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee its entire right, title, and interest in and to the Trademark, together with (a) the goodwill of the business associated with and symbolized in the Trademark, (b) all income, royalties, damages, or payments due or payable as of the date written below or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same, for Assignee's own use and enjoyment, and (c) all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademark to be executed by a duly authorized officer effective on the 4th day of October, 2007.

ASSIGNOR:

DELTA GROUP-U.S.A, INC

By: _____

David C. Johnson
Its: President

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