

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Chatam International Incorporated		12/17/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	St. Dalfour International Incorporated
<b>Street Address:</b>	1105 N. Market
<b>Internal Address:</b>	Suite 1144
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1616300	
Registration Number:	2103033	
Registration Number:	3042966	GOURMET COOKING WITH FRENCH HERBS
Serial Number:	78909853	ST. DALFOUR READY TO EAT GOURMET ON THE GO
Registration Number:	2632389	RHAPSODIE AUX HERBES DE PROVENCE, FRANCE
Registration Number:	2778580	RHAPSODY OF HERBS
Serial Number:	78393718	ST. DALFOUR FRANCE RHAPSODY OF HERBS IN FIRST COLD PRESSED EXTRA VIRGIN OLIVE OIL FOR PASTA & VEGETABLES FRENCH GOURMET CUISINE PRODUCT OF FRANCE 100% NATURAL INGREDIENTS
Registration Number:	2345909	ST. DALFOUR
Registration Number:	2192578	ST. DALFOUR
Registration Number:	2020598	ST. DALFOUR
Serial Number:	78839740	ST. DALFOUR READY TO EAT FRENCH CUISINE

CH \$315.00 1616300

Serial Number:

77171985

ST. DALFOUR READY TO EAT FRENCH BISTRO

**CORRESPONDENCE DATA**

Fax Number: (215)425-9438

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-425-9300

Email: phayes@jacquins.com

Correspondent Name: Paul M. Lewis, Esquire

Address Line 1: 2633 Trenton Avenue

Address Line 4: Philadelphia, PENNSYLVANIA 19128

ATTORNEY DOCKET NUMBER:

ST. DALFOUR TM ASSGN.

NAME OF SUBMITTER:

Paul M. Lewis

Signature:

/paul m. lewis/

Date:

12/18/2007

**Total Attachments: 10**

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**WORLDWIDE TRADEMARK ASSIGNMENT**

This Worldwide Trademark Assignment ("Assignment"), effective as of this 17<sup>th</sup> day of December, 2007 (the "Effective Date"), is by and between Chatam International Incorporated, a Delaware corporation ("Assignor"), and St. Dalfour International Incorporated, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to the Distribution Agreement, dated as of December 17, 2007 ("Distribution Agreement"), pursuant to which execution and delivery of this Assignment is required in connection with the Contribution (as defined therein);

WHEREAS, Assignor is the legal and beneficial owner of the trademarks listed on Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to convey, transfer, assign and deliver its rights, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, that recited in the Distribution Agreement, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor hereby conveys, transfers, assigns and delivers, effective as of the Effective Date, to Assignee all of its right, title, interest and ownership in and to the Trademarks, together with any goodwill of the business connected with the use thereof or symbolized thereby, all registrations and applications for registration thereof and rights of renewal and extension thereof, all common-law rights related thereto, and all rights, privileges, claims, causes of action and options relating or pertaining thereto including, without limitation, rights of recovery, damages and payments for past, present and future infringements, misappropriations, dilutions or other violations of the foregoing, the right to bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other jurisdiction for cancellation, opposition or otherwise in connection therewith, and all rights corresponding to any of the above throughout the world (the foregoing, collectively, the "Assigned Trademark Rights").

2. Assignee is to hold all right, title and interest in and to the Assigned Trademark Rights as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in this Assignment not been made.

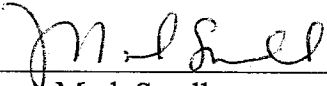
3. This Assignment shall be deemed effective as between the parties as of the Effective Date. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as may be reasonably requested by Assignee, at Assignor's expense, to transfer, vest, record and perfect Assignor's rights, title and interest in and to the Assigned Trademark Rights in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency in each country or jurisdiction to record Assignee as the assignee and owner thereof.

4. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

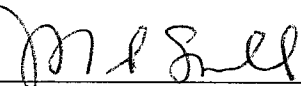
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the date first written above.

CHATAM INTERNATIONAL INCORPORATED,  
as Assignor

By:   
Name: Mark Small  
Title: Treasurer


St. DALFOUR INTERNATIONAL INCORPORATED,  
as Assignee

By:   
Name: Mark Small  
Title: Treasurer

## ACKNOWLEDGMENT OF ASSIGNOR

STATE OF NEW YORK )  
 ) ss  
 COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of December, 2007, before me personally came Mark Small, who is personally known to me to be the Treasurer of CHATAM INTERNATIONAL INCORPORATED, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


  
 Notary Public **ALLEN GLECKNER**  
 NOTARY PUBLIC, State of New York  
 No. 01GL6134370  
 Qualified in New York County  
 Certified in New York County  
 Commission Expires October 3, 2009

(PLACE STAMP AND SEAL ABOVE)

## ACKNOWLEDGMENT OF ASSIGNEE

STATE OF NEW YORK )  
 ) ss  
 COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of December, 2007, before me personally came Mark Small, who is personally known to me to be the Treasurer of ST. DALFOUR INTERNATIONAL INCORPORATED, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
 \_\_\_\_\_  
 Notary Public

**ALLEN GLECKNER**  
 NOTARY PUBLIC, State of New York  
 No. 01GL6134370  
 Qualified in New York County  
 Certified in New York County  
 Commission Expires October 3, 2009

(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### ST. DALFOUR TRADEMARKS

Mark	Country	Reg. No./S.N.	Class	Owner
Conserves Bottle	US	1616300	29	Chatam
Conserves Bottle	US	2103033	29	Chatam
St. Dalfour Bottle w/Label	Japan	4134994	29	Chatam
St. Dalfour Bottle w/Label	Hong Kong 28g jar	300334205	29	Chatam
St. Dalfour Bottle w/Label	Hong Kong 170g jar	300334197	29	Chatam
St. Dalfour Bottle w/Label	PRC	3475425	29	Chatam
St. Dalfour Bottle w/Label	PRC 170g jar	4416513	29	Chatam
St. Dalfour Bottle w/Label	PRC 28 g jar	4416514	29	Chatam
St. Dalfour Bottle w/ Label	UK	2041596	29	Chatam
St. Dalfour color mark	PRC	3483728	29	Chatam
St, Dalfour color mark	PRC	3871572	30	Chatam
St. Dalfour color mark	Hong Kong	300135521	29, 30	Chatam
St. Dalfour Fast Gourmet	Japan	4907845	29	Chatam
Gourmet Cooking with French Herbs	US	3042966	29	Chatam
Gourmet Cooking with French Herbs	South Africa	2005/08550 2005/08551	29 30	Chatam
Gourmet on the Go	Canada	1187629	29, 30	Chatam
Gourmet on the Go	Hong Kong	2002B10204	29	Chatam
Gourmet on the Go	PRC	1943122	29	Chatam
Gourmet to Go	South Africa	2003/08470	29, 30	Chatam

Mark	Country	Reg. No./S.N.	Class	Owner
Heavenly Berries	CTM (EU)	5606405	29	Chatam
Heavenly Berries	UK	2440687	29	Chatam
St. Dalfour Ready to Eat Gourmet to Go	Australia	1057412	29, 30	Chatam
St. Dalfour Ready to Eat Gourmet on the Go	Canada	1258286	29, 30	Chatam
St. Dalfour Ready to Eat Gourmet on the Go	US	78/909853	29, 30	Chatam
One Minute All Natural	CTM	1088673	30	Chatam
Rhapsodie Aux Herbes de Provence, France	US	2632389	30	Chatam
Rhapsodie d' Herbes	Canada	1210943	30	Chatam
Rhapsody of Herbs	Canada	610007	30	Chatam
Rhapsody of Herbs	Australia	898924	30	Chatam
Rhapsody of Herbs	South Africa	2003/08468	30	Chatam
Rhapsody of Herbs	US	2778580	30	Chatam
Rhapsody of Herbs and Label Design	US	78/393718	30	Chatam
St. Dalfour	Australia	520292	29	Chatam
St. Dalfour	Australia	663024	30, 31	Chatam
St. Dalfour	Australia	747398	30	Chatam
St. Dalfour	Australia	520293	32	Chatam
St. Dalfour	Canada	376901	29, 30	Chatam
St. Dalfour	Chile	487280	29	Chatam



Mark	Country	Reg. No./S.N.	Class	Owner
St. Dalfour	Israel	110814	29	Chatam
St. Dalfour	Israel	114912	30	Chatam
St. Dalfour	Japan	2202091	32	Chatam
St. Dalfour	Japan	4402715	29	Chatam
St. Dalfour	Japan	2185249	29	Chatam
St. Dalfour	Japan	4247335	30	Chatam
St. Dalfour	New Zealand	218291	29	Chatam
St. Dalfour	New Zealand	255592	31	Chatam
St. Dalfour	New Zealand	255593	32	Chatam
St. Dalfour	New Zealand	284215	30	Chatam
St. Dalfour	Peru	81548	29	Chatam
St. Dalfour	Peru	81549	30	Chatam
St. Dalfour	PRC	3389757	29	Chatam
St. Dalfour	US	2345909	29, 30	Chatam
St. Dalfour	US	2192578	30	Chatam
St. Dalfour	US	2020598	29	Chatam
St. Dalfour	UK	1319963	29	Chatam
St. Dalfour	UK	1319964	32	Chatam
St. Dalfour	UK	2144977	30	Chatam
St. Dalfour	UK	1332395	33	Chatam
St. Dalfour	UK	1332394	30	Chatam
St. Dalfour (series)	UK	2144977	30	Chatam
St. Dalfour Healthy Cuisine	Australia	1036292	29, 30	Chatam
St. Dalfour Healthy Cuisine	Canada	1243118	29, 30	Chatam
St. Dalfour Healthy Cuisine	Chile	674377	29	Chatam
St. Dalfour Healthy Cuisine	Chile	674378	30	Chatam
St. Dalfour Healthy Cuisine	CTM	4177101	29, 30	Chatam
St. Dalfour Healthy Cuisine	Israel	177606	29	Chatam

Mark	Country	Reg. No./S.N.	Class	Owner
St. Dalfour Healthy Cuisine	Israel	177607	30	Chatam
St. Dalfour Healthy Cuisine	Japan	4885308	29	Chatam
St. Dalfour Healthy Cuisine	New Zealand	723794	29, 30	Chatam
St. Dalfour Healthy Cuisine	S. Africa	2005/04218 2005/04219	29 30	Chatam
St. Dalfour Healthy Cuisine	UK	2381652	29, 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	Australia	1057413	29, 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	Argentina	2114716 2591897	29 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	Brazil	827409567 827409575	29 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	Chile	749604 748681	29 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	CTM	4444857	29, 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	Israel	180696 180697	29 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	New Zealand	730292	29, 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	S. Africa	2005/14420 2005/14421	29 30	Chatam
St. Dalfour Ready to Eat Healthy Cuisine	UK	2392211	29 30	Chatam
St. Dalfour French Cuisine Packaging	Argentina	2693987 2693988	29 30	Chatam
St. Dalfour French Cuisine Packaging	Brazil	8680280 8680272	29 30	Chatam
St. Dalfour French Cuisine Packaging	Chile	740805 740805	29 30	Chatam
St. Dalfour French Cuisine Packaging	Uruguay	373433	29, 30	Chatam

Mark	Country	Reg. No./S.N.	Class	Owner
St. Dalfour Jar and Label	Israel	104457	29	Chatam
St. Dalfour and Jar Design	UK	2041596	29	Chatam
St. Dalfour Ready to Eat French Cuisine	Argentina	2662291 2662292	29 30	Chatam
St. Dalfour Ready to Eat French Cuisine	Brazil	8301000 8301018	29 30	Chatam
St. Dalfour Ready to Eat French Cuisine	Chile	726182 726183	29 30	Chatam
St. Dalfour Ready to Eat French Cuisine	CTM (EU)	4964417	29, 30	Chatam
St. Dalfour Ready to Eat French Cuisine	Japan	5004501	29	Chatam
St. Dalfour Ready to Eat French Cuisine	South Africa	2006/12384 2006/12385	29 30	Chatam
St. Dalfour Ready to Eat French Cuisine	Singapore	T06/06285A T06/06286Z	29 30	Chatam
St. Dalfour Ready to Eat French Cuisine	UK	2416970	29, 30	Chatam
St. Dalfour Ready to Eat French Cuisine	US	78/839740	29, 30	Chatam
St. Dalfour Ready to Eat French Bistro	UK	2454651	29, 30, 31	Chatam
St. Dalfour Ready to Eat French Bistro	CTM (EU)	5875281	29, 30, 31	Chatam
St. Dalfour Ready to Eat French Bistro	US	77/171985	29, 30	Chatam
St. Dalfour in Chinese Characters	Hong Kong	2000B16290	29	Chatam
St. Dalfour in Chinese Characters	Hong Kong	2001B01033	30	Chatam
St. Dalfour in Chinese Characters	PRC	1678833	29	Chatam
St. Dalfour In Chinese	PRC	1538543	30	Chatam

Mark	Country	Reg. No./S.N.	Class	Owner
Characters				
St. Dalfour in Chinese Characters	PRC	3390215	29	Chatam
St. Dalfour in Chinese Characters	PRC	3389758	30	Chatam