

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
Ratner's LLC		06/11/2007	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	King Kold		
Street Address:	1920 Swarthmore Ave		
City:	Lakewood		
State/Country:	NEW JERSEY		
Postal Code:	08701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1025815	RATNER'S	
CORRESPONDENCE DATA			
Fax Number:	(609)896-1469		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	609.895.6746		
Email:	akaplan@foxrothschild.com		
Correspondent Name:	Andrew Kaplan		
Address Line 1:	997 Lenox Drive		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
ATTORNEY DOCKET NUMBER:	07381-00001		
NAME OF SUBMITTER:	Roman Fayerberg		
Signature:	/rfayerberg/		
Date:	02/27/2008		

CH \$40.00 1025815

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY (the "Assignment") is made and entered into as June __, 2007, by RATNER'S L.L.C., an Illinois limited liability company, and KING KOLD, LLC, an Illinois limited liability company (collectively the "Assignor"), in favor of KING KOLD, LLC, a Delaware limited liability company ("Assignee"), pursuant to an Asset Purchase Agreement dated as of June __, 2007 by and among Assignor, Assignee and certain other related parties (the "Asset Purchase Agreement"). Capitalized terms not otherwise defined in this document shall have the meanings given to such terms in the Asset Purchase Agreement, the terms of which are incorporated herein by reference

WHEREAS, Buyer has agreed to purchase from Seller all of the Assets pursuant to the terms of the Asset Purchase Agreement, including, but not limited to the Intellectual Property.

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and for the consideration set forth therein, Buyer and Seller each hereby agree as follows:

1. Assignment. Assignor hereby sells, grants, conveys, assigns, delivers and transfers to Assignee, and Assignee's representatives, successors and assigns, and Assignee hereby agrees to accept the assignment of, all right, title and interest in and to the Intellectual Property, free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever. The Intellectual Property assigned hereunder is more specifically described on Schedule 1, which is attached and incorporated hereto.

2. Assignor's Representations and Warranties. Assignor does, for Assignor and Assignor's successors and assigns, covenant to and with Assignee, its successors and assigns, that all warranties and representations of Assignor related to the Intellectual Property, as set forth in the Asset Purchase Agreement, are true and correct.

3. Additional Instruments. Assignor further agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee the right, title and interest in and to the Intellectual Property.

4. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of the parties and their representatives, successors and assigns. This document is executed and delivered pursuant to the Asset Purchase Agreement. This document shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this document, the Asset Purchase Agreement shall control.

5. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.

Assignor has executed this Assignment on the date first written above.

RATNER'S L.L.C.

By: King Kold, LLC, its Manager

By: 

Michael Hahn, Chief Executive Officer

KING KOLD, LLC

By: 

Michael Hahn, Chief Executive Officer

SCHEDULE 1
INTELLECTUAL PROPERTY

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Ratner's	1025815	11-25-1975
King Kold	1460256	10-06-1987

"Corky's" tradename

Seller's website and domain name www.kingkold.com (transferred to Purchaser by Vienna Beef Ltd. by letter delivered on Closing Date)

Seller's domain name www.ratners.com

Peachtree software used under license referred to on Schedule 2(b)

Licenses to various off the shelf software, including "shrink-wrap", "click-wrap" and similar Licenses

Seller's Customer List, previously provided

Other trade and services names, intellectual property, marketing and sales data, product formulations, technical reports, electronic data files related to the Customer Lists and other trade secrets, copies of which are contained in the electronic computer files and other files transferred to Buyer, together with the goodwill related thereto.