

FINANCE SECTION



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

103489603

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3-13-08

1. Name of conveying party(ies):

Barenthal North America, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LNT Merchandising Company LLC

Internal

Address: _____

Street Address: 6 Brighton Road

City: Clifton

State: New Jersey

Country: United States of America Zip: 07012

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____
- Citizenship _____
- Citizenship Delaware
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/907,679
78/907,681

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer S. Sickler

Internal Address: Gardere Wynne Sewell LLP

Street Address: 1000 Louisiana Street, Suite 3400

City: Houston

State: Texas Zip: 77002

Phone Number: (713) 276-5382

Fax Number: (713) 276-6382

Email Address: houston.ip@gardere.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Refund Expiration Date
03/14/2008 MJAMA1 0000161713

b. Deposit Account Number 07-0153

Authorized User Name Refund Total: \$15.00

9. Signature:

Jennifer S. Sickler
Signature

Jennifer S. Sickler

Name of Person Signing

03/14/2008 MJAMA March 13, 2008 78907679
Date

01 FC:8521
02 FC:0521
Number of pages including cover sheet, attachments, and document: 48.00
25.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PUBLIC RECORDS

OFFICE OF PUBLIC RECORDS

FINANCE SECTION

LICENSE AND ASSIGNMENT

WHEREAS, Barenthal North America, Inc., a New Jersey corporation ("Assignor"), residing at 19 Union Avenue, Rutherford, New Jersey, 07070, is the owner of the following: US Trademark Application Serial No. 78/907,679 filed on June 14, 2006 for GOURMET BUFFET, and US Trademark Application Serial No. 78/907,681 filed on June 14, 2006 for GOURMET BUFFET (the "Marks");

WHEREAS, LNT Merchandising Company, LLC ("LNT"), a Delaware corporation ("Assignee"), residing at 6 Brighton Road, Clifton, New Jersey, 07012, is desirous of acquiring said Marks and any applications or registrations thereof, and the good will of the business associated with the Marks;

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

1. Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, any applications or registrations therefor, the good will of the business symbolized by the Marks, and the right to sue and collect damages for past infringement of the Marks, the same to be held, enjoyed and protected by the Assignee, its successors, and assigns, consistent with and enhancing the general reputation of the Mark, and in accordance with good trademark practice. Assignor shall have no liability to Assignee for or in respect of any claim by any third party that Assignee's title and use of the Marks infringes upon or otherwise violates any proprietary or other rights of such third party.
2. Assignor further covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Marks in Assignee, its successors, and assigns, without further compensation but at the expense of Assignee, its successors, or other legal representatives.
3. Title to the Marks shall immediately revert to Assignor, and Assignee hereby agrees that it will execute and deliver any and all papers that may be necessary or desirable to assign the Marks back to Assignor its successors, and assigns upon any of the following events: (a) Assignee, for business reasons or otherwise, ceases to manufacture, market, distribute or sell products bearing the Marks; or (b) Assignee sells or otherwise disposes of substantially all of its business or assets to a third party or parties, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudged bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding.
4. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

5. This Agreement sets forth the entire understanding of the parties as to the subject matter hereof and no modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

EXECUTED THIS 31 day of JANUARY, 2008.

ASSIGNOR:

BARENTHAL NORTH AMERICA, INC.

By: Jeffrey Ahearn
Printed Name: JEFFREY AHEARN
Title: COO

ASSIGNEE:

LNT MERCHANDISING COMPANY,
LLC

By: _____
Printed Name: _____
Title: _____

STATE OF NEW JERSEY §
 §
COUNTY OF Morris §

BEFORE ME, the undersigned authority, on this day personally appeared January 31, 2008 of Barenthal North America, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me as an authorized representative of Barenthal North America, Inc., that he/she executed the same as a free act on behalf of said company.

GIVEN UNDER MY HAND and seal of office this 31 day of January, 2008.

Roseann Aluotto
ROSEANN ALUOTTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec 17, 2012

[Seal] NOTARY PUBLIC IN AND FOR

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF:
Barenthal North America

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INT 'L CLASS NOS.:
21

SERIAL NO.: 78/907,679

LAW OFFICE: 104

FILED: June 14, 2006

EXAMINING ATTY.:
Jessica A. Powers

MARK: GOURMET BUFFET

ATTY. DKT. NO.: 130925.3035

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

CERTIFICATE OF EXPRESS MAILING

I hereby certify that the following documents, which are attached, are being deposited under 37 CFR 1.10, with the United States Postal Service "Express Mail Post Office to Addressee" service as Express Mail No. EV 693431687 US in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

1. Recordation Form Cover Sheet – Trademarks Only,
2. Assignment;
3. Check for \$80.00; and
4. Return Postcard.

Respectfully submitted,

Date: March 13, 2008



Robert L. Jackson
Paralegal to Jennifer Sickler