

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
Emeril's Food of Love Productions, L.L.C.		04/02/2008	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	Martha Stewart Living Omnimedia, Inc.
Street Address:	11 W. 42nd Street, 25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2854097	EMERILWARE
Registration Number:	2962703	EMERILWARE
Registration Number:	3388341	EMERIL LIVE
Serial Number:	77148412	ESSENTIAL EMERIL
Serial Number:	77148488	REAL & RUSTIC
Serial Number:	77215761	THE ESSENCE OF EMERIL

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: dsegal@gibsondunn.com
Correspondent Name: David A. Segal
Address Line 1: 3161 Michelson Drive
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CH \$165.00 2854097

ATTORNEY DOCKET NUMBER:	64594-00002
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	04/10/2008
Total Attachments: 4 source=emerilmarthaassignment#page1.tif source=emerilmarthaassignment#page2.tif source=emerilmarthaassignment#page3.tif source=emerilmarthaassignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of April 2, 2008, by Emeril's Food of Love Productions, L.L.C., a Louisiana limited liability company (the "ASSIGNOR"), to Martha Stewart Living Omnimedia, Inc., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR, emerils.com, LLC, a Louisiana limited liability company, and Emeril J. Lagasse, III, have entered into an Asset Purchase Agreement, dated as of February 18, 2008 (the "Purchase Agreement"), with ASSIGNEE and MSLO Shared IP Sub LLC, a Delaware limited liability company ("SHARED IP SUB");

WHEREAS, ASSIGNOR is the owner of all of the trademarks, trademark applications and trademark registrations listed in Exhibit A and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world (the "Trademarks");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, the Trademarks represent all of the trademarks or services marks owned or held by ASSIGNOR that do not constitute Shared Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to assign to ASSIGNEE all right, title and interest in and to the Trademarks throughout the world.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE and Shared IP Sub to consummate the transactions contemplated by the Purchase Agreement, ASSIGNOR agrees as follows:

1. **ASSIGNMENT.**

a. ASSIGNOR hereby assigns, sells, transfers and conveys to ASSIGNEE all of ASSIGNOR's right, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the Trademarks are used, together with the goodwill of the business associated with and symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto ASSIGNEE absolutely.

b. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in ASSIGNEE or to record this

assignment, and to facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.

2. MISCELLANEOUS.

Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than the conflicts of laws principles set forth in Section 5-1401 of the New York General Obligations Law, which shall apply to this Assignment).

[Signature Page Follows]

EXHIBIT A

APPLICATIONS AND REGISTRATIONS

United States Trademark Registrations

Mark	Reg. Date	Reg. No.	Application No.
Emerilware	June 15, 2004	2854097	7589046
Emerilware	June 21, 2005	2962703	75898044
Emeril Live	February 26, 2008	3388341	77215745

United States Trademark Applications

Mark	Filing Date	Application No.
Essential Emeril	April 4, 2007	77148412
Real & Rustic	April 4, 2007	77148488
The Essence of Emeril	February 26, 2008	77215761