

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:	MSLO Shared IP Sub LLC
Street Address:	11 W. 42nd Street, 25th Floor
Internal Address:	c/o Martha Stewart Living Omnimedia, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3388339	EMERIL
Registration Number:	2176212	EMERIL'S
Registration Number:	2176213	EMERIL'S
Registration Number:	2451021	EMERIL'S
Registration Number:	2453197	EMERIL'S
Registration Number:	2467770	EMERIL
Registration Number:	2877781	EMERIL'S
Registration Number:	2877782	EMERIL'S
Registration Number:	2951943	BAM!
Registration Number:	2951944	BAM!
Registration Number:	3172793	BAM ON THE BEACH
Serial Number:	77194627	EMERIL'S ENLIGHTENED EATING
Serial Number:	77299597	BAM

CH \$340.00 3388339

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

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	64594-00002
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	04/10/2008

Total Attachments: 5

source=emerilmslo#page1.tif

source=emerilmslo#page2.tif

source=emerilmslo#page3.tif

source=emerilmslo#page4.tif

source=emerilmslo#page5.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 MSLO Shared IP Sub LLC, a Delaware limited liability company ("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 Martha Stewart Living Omnimedia, Inc., a Delaware corporation ("MSLO");

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 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 MSLO 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]

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

Effective Date:

EMERIL'S FOOD OF LOVE PRODUCTIONS, L.L.C. (ASSIGNOR)

By: *Emeril Lagasse*
Signature
Emeril J. Lagasse, III
Printed Name
MEMBER
Title

ACKNOWLEDGMENT

State of NEW YORK)
County of NEW YORK) ss:

On this 2nd day of April, 2008 before me, the undersigned, personally appeared Emeril Lagasse, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Ann Lynch
Notary Public
MARY ANN LYNCH
Notary Public, State of New York
No. 4826838
Qualified in Nassau County
Commission Expires May 31, 2010






My Commission Expires on _____

[Signature Page to Trademark Assignment]

EXHIBIT A

APPLICATIONS AND REGISTRATIONS

United States Trademark Registrations

Title	Mark	Reg. Date	Reg. No.	Application No.
Emeril (Script)		February 26, 2008	3388339	77215727
				75214173
Emeril's (Script)		July 28, 1998	2176212	
Emeril's	EMERIL'S	July 28, 1998	2176213	75214174
				76052918
Emeril's (Script)		May 15, 2001	2451021	
				76052920
Emeril's (Script)		May 22, 2001	2453197	
				76066448
Emeril (Script)		July 10, 2001	2467770	
				76046047
Emeril's (Script)		August 24, 2004	2877781	
Emeril's	EMERIL'S	August 24, 2004	2877782	76046048
Bam!	BAM!	May 17, 2005	2951943	75898045
Bam!	BAM!	May 17, 2005	2951944	75898047
Bam on the Beach	BAM ON THE BEACH	November 21, 2006	3172793	76542962

United States Trademark Applications

Title	Mark	Filing Date	Application No.
Emeril's Enlightened Eating	EMERIL'S ENLIGHTENED EATING	May 31, 2007	77194627
Bam	BAM	October 9, 2007	77299597

Common Law Trademarks/ Service Marks

Mark
Pork Fat Rules
Kick it Up a Notch