

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/17/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sorbee International Ltd.		04/17/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	SI Aquisition, LLC
Street Address:	9990 Global Road
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103-6996
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1141903	SORBEE
Serial Number:	77430397	DREAMCANDY
Serial Number:	77323279	EAT RITE BE FIT
Serial Number:	78747409	YUMMY TARTS

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: DCTrademarks@dbr.com, andrea.engel@dbr.com
 Correspondent Name: Linda T. Makings
 Address Line 1: Drinker Biddle & Reath LLP
 Address Line 2: 1500 K Street, N.W., Ste. 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER: 200998/411408

TRADEMARK

900104678

REEL: 003763 FRAME: 0749

OP \$115.00 1141903

NAME OF SUBMITTER:	Andrea L. Engel
Signature:	/Andrea L. Engel/
Date:	04/21/2008
Total Attachments: 5 source=Sorbee Assignment#page1.tif source=Sorbee Assignment#page2.tif source=Sorbee Assignment#page3.tif source=Sorbee Assignment#page4.tif source=Sorbee Assignment#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") is made and entered into as of the 17th day of April, 2008, by and between Sorbee International Ltd., a Pennsylvania corporation, with a place of business at 9990 Global Road, Philadelphia, PA, 19103-6996 ("Assignor") and SI Acquisition, LLC a Pennsylvania limited liability company, with a place of business at 9990 Global Road, Philadelphia, PA, 19103-6996 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks listed on Schedule A hereto and owns all right, title and interest to the same (the "Marks"), including the goodwill of the business associated therewith;

WHEREAS, Assignor is the owner of the Internet Domain Name <SORBEE.COM> ("Domain Name") listed in Schedule B and as listed in the records of Network Solutions, registrar of record, and is the owner of all common law trademark and service mark rights, whether direct or derived from the Domain Name, as well as all copyright and other intellectual property or other proprietary rights based on or related to the Domain Name (which, together with the Marks shall be referred to hereinafter as the "Intellectual Property"); and

WHEREAS, Assignee is desirous of acquiring all of Assignors' right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the representations set forth above and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and delivers to Assignee all right, title and interest in and to the Intellectual Property throughout the world, including any registrations or pending applications therefor, any common law trademarks or service marks, any renewal rights pertaining thereto or extensions thereof, the goodwill of the businesses symbolized thereby, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof (collectively, the "Assets"), such Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the Intellectual Property may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Assignment not been made.

2. Assignor shall not at any time in the future make any use of the Assets, or any portion thereof, either for Assignor's own benefits or for the benefit of any third party, except as provided herein.

3. In its own name and at its own expense, Assignee may register and enforce its rights in the Assets, and Assignor further promises and agrees that it shall, at the request of

Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the Assets assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

Assignor:

SORBEE INTERNATIONAL LTD.

By: 

Name:

Title: 

Assignee:

SI ACQUISITION, LLC

By: 


Name: Daniel Werther

Title: Chief Executive Officer

[Signature page to Assignment of Intellectual Property]

Schedule A

U.S. Trademarks

Mark	Serial/Reg. No.	Status
	Reg. No. 1141903	Registered
DREAMCANDY	Ser. No. 77/430,397	Pending
EAT RITE BE FIT	Ser. No. 77/323,279	Pending
YUMMY TARTS	Ser. No. 78/747,409	Pending
DREAMCANDY	(Expired) Reg. No. 1920044	Cancelled
Common law DreamBar	N/A	N/A

Schedule B

Domain Name

Domain Name	Date Registered	Expiration Date
SORBEE.COM	January 18, 1996	January 19, 2013