

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------|
| Inteco International Trade Corp. | | 05/23/2008 | CORPORATION: NEW JERSEY |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Inteco International Trade LLC |
| Street Address: | 70 West 40th Street, 11th Fl. |
| Internal Address: | c/o KP Acquisition Partners, LLC |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10018 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 3228608 | LA CASITA |
| Registration Number: | 2991816 | SUNFIELD |
| Registration Number: | 2727194 | ASSAGIO CLASSICO |
| Registration Number: | 2605953 | C.O.R.C.E.L |
| Serial Number: | 78938346 | OCEANIA |

CORRESPONDENCE DATA

Fax Number: (212)754-0330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 907-7381
 Email: rsilverman@golenbock.com
 Correspondent Name: Robin E. Silverman
 Address Line 1: 437 Madison Avenue
 Address Line 2: Golenbock Eiseman Assor Bell & Peskoe
 Address Line 4: New York, NEW YORK 10022

OP \$140.00 3228608

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|---|----------------------|
| NAME OF SUBMITTER: | Robin E. Silverman |
| Signature: | /Robin E. Silverman/ |
| Date: | 06/24/2008 |
| Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif | |

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Inteco International Trade Corp., a New Jersey corporation ("Assignor"), with an address at 7900 West Side Avenue, North Bergen, New Jersey 07047, Attention: Michael A. Antona, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys effective as of May 29, 2008 (the "Effective Date"), free from all liens, restrictions and limitations (other than any security interests granted in favor of Wells Fargo Century, Inc.), unto Inteco International Trade LLC, a Delaware limited liability company ("Assignee"), with an address at c/o KP Acquisition Partners, LLC, 70 West 40th Street, 11th Floor, New York, New York 10018, Attention: Ling Kwok, and its successors and assigns, all right, title and interest, in perpetuity, throughout the universe, in and to all of the trademarks, service marks and trade names, including, without limitation, any proprietary or other rights in any such trademarks, service marks and trade names) that are held in the name of Assignor, owned by Assignor, and/or that were specifically developed by it for, or specifically used by or in connection with, its business, together with all goodwill symbolized by all such trademarks, service marks and trade names and/or attendant thereto, and together with any and all applications, registrations, renewals and extensions thereof (the "Trademarks"), including but not limited to those Trademarks as referred to on Schedule A annexed hereto, along with the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in any of the Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor represents and warrants that it has not sold, licensed, assigned, pledged, granted any lien on or security interest in, or otherwise transferred or encumbered any rights in any of the Trademarks to any person or entity (other than security interests granted in favor of Wells Fargo Century, Inc.), and further represents and warrants that there is no claim, action, suit, proceeding, arbitration or investigation pending or threatened, against or affecting any of the Trademarks.

Assignor shall promptly, upon the request of Assignee and/or its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may request to permit the recordation of the assignment made by this instrument or of any other documents Assignee or any of its successors or assigns may reasonably deem necessary or advisable to effectuate the terms and intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's officers, successors and assigns, signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place and stead, to execute, acknowledge, swear to and file all

documents (including but not limited to any instrument of assignment, transfer and/or conveyance) and to take all actions which Assignee or such other person deems necessary, appropriate or desirable to effectuate the intent of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of May 23, 2008.

Inteco International Trade Corp.,
a New Jersey corporation

By: _____

Name: MICHAEL ANTONIA

Title: PRESIDENT

ACKNOWLEDGEMENT

State of New York

County of New York) ss:
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On the 23rd day of May in the year 2008 before me, the undersigned, personally appeared Michael Antonia personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Ben Hirschler

Notary Public

BEN HIRSCHLER
Notary Public, State of New York
No. 01HI6141419
Qualified in Bronx County
Commission Expires February 21, 2010

SCHEDULE A

| <u>TRADEMARK</u> | <u>REGISTRATION #</u> | <u>DATE OF REG.</u> |
|---------------------|---------------------------|---------------------|
| LA CASITA | 3228608 | 4/10/08 |
| SUNFIELD | 2991816 | 9/6/05 |
| ASSAGIO CLASSICO | 2727194 | 6/17/06 |
| C.O.R.C.E.L. | 2605953 | 9/6/02 |
| OCEANIA NESW | 78/938346 Filed 7/6/06 | PENDING |
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