

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Martha Stewart Living Omnimedia, Inc.		07/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MSLO Emeril Acquisition Sub LLC		
<b>Street Address:</b>	11 W. 42nd Street, 25th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75898046	EMERILWARE	
Serial Number:	75898044	EMERILWARE	
Serial Number:	77215745	EMERIL LIVE	
Serial Number:	77215761	THE ESSENCE OF EMERIL	
Serial Number:	77148412	ESSENTIAL EMERIL	
Serial Number:	77148488	REAL & RUSTIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 506-5150		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Bradford S. Breen		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		

**CH \$165.00 75898046**

ATTORNEY DOCKET NUMBER:	20096.3
NAME OF SUBMITTER:	Angela Wendel
Signature:	/angela wendel/
Date:	07/31/2008
Total Attachments: 4 source=Trademark Assignment (MSLO to Borrower)#page1.tif source=Trademark Assignment (MSLO to Borrower)#page2.tif source=Trademark Assignment (MSLO to Borrower)#page3.tif source=Trademark Assignment (MSLO to Borrower)#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of July 31, 2008, by Martha Stewart Living Omnimedia, Inc., a Delaware corporation, having an address of 11 W. 42nd Street, 25th Floor, New York, NY 10036 (the "ASSIGNOR"), to MSLO Emeril Acquisition Sub LLC, a Delaware limited liability company, having an address of 11 W. 42nd Street, 25th Floor, New York, NY 10036 ("ASSIGNEE").

**WHEREAS**, ASSIGNOR has entered into a Contribution, Assignment and Assumption Agreement dated as of July 31, 2008 (the "Contribution Agreement") with ASSIGNEE, whereby ASSIGNOR is contributing, assigning and transferring certain assets, agreements and membership interests to ASSIGNEE;

**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**, pursuant to the Contribution Agreement, ASSIGNOR has agreed to assign to ASSIGNEE all right, title and interest in and to the Trademarks throughout the world;

**WHEREAS**, ASSIGNOR, with respect to those Trademarks that are currently in use has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same; and

**WHEREAS**, with respect to those Trademarks that are currently the subject of intent-to-use applications in the United States Patent & Trademark Office, ASSIGNEE, pursuant to the Contribution Agreement, is the successor to that portion of the business of ASSIGNOR to which those marks pertain.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Contribution Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE to consummate the transactions contemplated by the Contribution 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.

MARTHA STEWART LIVING OMNIMEDIA, INC. (ASSIGNOR)

By: [Signature]  
Signature

Howard Hochhauser

Printed Name

Chief Financial Officer

Title

State of NY )  
County of NY ) ss:

On this 31<sup>st</sup> day of July, 2008 before me, the undersigned, personally appeared ~~Howard Hochhauser~~ 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 Martha Stewart Living Omnimedia, Inc., and acknowledged that s/he executed it in such representative capacity.

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

[Signature]  
Notary Public **WILLIAM CRAIG STERN**  
Notary Public, State of New York  
No. 02ST5038002  
Qualified in New York County  
Commission Expires on June 18, 2011

Acknowledged

MSLO EMERIL ACQUISITION SUB LLC (ASSIGNEE)

By: [Signature]  
Signature

Howard Hochhauser

Printed Name

Vice President

Title

**EXHIBIT A**

*United States Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Application No.</u>
Emerilware	June 15, 2004	2854097	75898046
Emerilware	June 21, 2005	2962703	75898044
Emeril Live	February 26, 2008	3388341	77215745
The Essence of Emeril	February 26, 2008	3388342	77215761

*United States Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Essential Emeril	April 4, 2007	77148412
Real & Rustic	April 4, 2007	77148488