

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
M.I.F. SAN FRANCISCO, INC.		04/30/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BINCO, L.L.C.		
Street Address:	2475 North Elston Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60647		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2667287	LE VILLAGE	
Registration Number:	3242330	LE VILLAGE	
Registration Number:	2581192	MADE IN FRANCE INC	
Registration Number:	1320975	PROVINCES DE FRANCE	
Registration Number:	1320978	PROVINCES DE FRANCE	
Registration Number:	2658750	VILLAGE IMPORTS	
CORRESPONDENCE DATA			
Fax Number:	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-521-2775		
Email:	seberle@muchshelist.com		
Correspondent Name:	Much Shelist		
Address Line 1:	191 N. Wacker Drive, Suite 1800		
Address Line 2:	Adam K. Sacharoff		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$165.00 2667287

ATTORNEY DOCKET NUMBER:	0005685.0018
NAME OF SUBMITTER:	Adam K. Sacharoff
Signature:	/aks/
Date:	01/09/2009
Total Attachments: 4 source=MIF Assignment#page1.tif source=MIF Assignment#page2.tif source=MIF Assignment#page3.tif source=MIF Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 30, 2008 (this "Assignment"), is between M.I.F. SAN FRANCISCO, INC., a California corporation (the "Assignor"), BINCO L.L.C., an Illinois limited liability company ("Assignee").

RECITALS

A. Assignor and European Imports SF, Inc., a California corporation and affiliate of Assignee ("Purchaser"), have entered into that certain Asset Purchase Agreement dated 05.5, 2008 (the "Asset Purchase Agreement"), relating to the purchase and sale of certain assets of Assignor. Purchaser has directed that the Intellectual Property rights described in be transferred to Assignee.

B. This Assignment is executed and delivered pursuant to the Agreement.

C. All of the terms used herein and not otherwise defined have the meaning given in the Asset Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the certain trade names, trademarks and the goodwill associated therewith (the "Intellectual Property") set forth on Schedule 1 attached hereto, to Assignee.

2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Intellectual Property.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Additional Rights and Obligations of the Parties. Assignor and Assignee hereby agree and acknowledge that this Agreement is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement, as set forth therein. All terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Purchase Agreement.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their duly authorized officers as of the date first written above.

ASSIGNEE:

BINCO L.L.C.
an Illinois limited liability company

By: 
Its: ~~Manager~~

ASSIGNOR:

M.I.F. SAN FRANCISCO, INC.

By: 
Name: Hugues de Vernou
Its: President

SCHEDULE 1
INTELLECTUAL PROPERTY

MARK	OWNER	APP. NO.	REG. NO.	STATUS	CLASS	GOODS & SERVICES
LeVillage	M.I.F. San Francisco, Inc.	78/030,174	2,667,287	Registered	32	Lemonade and syrup for making lemonade, fruit drinks and preparations for making fruit drinks, fruit juices, fruit nectars, mineral water and aerated and non-aerated waters, in Int'l Class 32
LeVillage	M.I.F. San Francisco, Inc.	78/931,856		Pending	33	Wines
LeVillage	M.I.F. San Francisco, Inc.	78/933,700	3,242,330	Registered	33	Hard Cider
LeVillage	M.I.F. San Francisco, Inc. d/b/a Made In France			Proposed Mark	35	Online retail store services and wholesale distributorship services featuring a wide range of consumer products and merchandise from France
Made In France and Design (Chefs & Globe)	M.I.F. San Francisco, Inc.	76/115,633	2,581,192	Registered	35	Import and Wholesale distributorship services featuring gourmet and personal care products from France
Provinces de France	M.I.F. San Francisco, Inc.	73/430,442	1,320,975	Registered	29,30	Specialty food products-namely, processed snails, processed vegetables (processed forest mushrooms, processed chestnuts, canned soup, gherkins, processed celery strips] mustards, miniature melba toast
Provinces de France (Shield Design)	M.I.F. San Francisco, Inc.	431,282	1,320,978	Registered	29,30	Specialty food products-namely, processed snails, processed vegetables (processed forest mushrooms, processed chestnuts, canned soup, gherkins, processed celery strips] mustards, miniature melba toast
Village Imports (Stylized)	M.I.F. San Francisco, Inc.	76/309,788	2,658,750	Registered	35	Online retail distribution services featuring a wide range of consumer products and merchandise; import and wholesale distributorship services featuring imported gourmet food products and personal care products, in Int'l Class 35