

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
Gargiulo Inc.		02/12/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Procacci Bros. Sales Corporation		
Street Address:	3333 South Front Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19148		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2809257	UGLYRIPE TOMATOES	
CORRESPONDENCE DATA			
Fax Number:	(215)972-7677		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-751-2622		
Email:	jmeyer@schnader.com		
Correspondent Name:	James R. Meyer		
Address Line 1:	Schnader Harrison Segal & Lewis LLP		
Address Line 2:	1600 Market Street, Suite 3600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	0716605-0073/40US		
NAME OF SUBMITTER:	Kimberly Bittinger		
Signature:	/KIMBERLY BITTINGER/		
Date:	02/27/2009		

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Total Attachments: 1
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ASSIGNMENT OF TRADEMARK

WHEREAS, Gargiulo Inc., a corporation organized under the laws of the state of Florida, having offices at 15000 Old 41 North, Naples, FL 33936 (hereinafter referred to as the "Assignor") was the owner of the trademark, **UGLYRIPE TOMATOES**, which mark is the subject of U.S. Trademark Registration No. 2,809,257 (the "Mark");

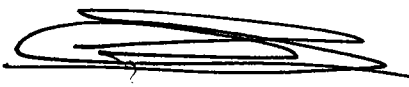
WHEREAS, Procacci Bros. Sales Corporation, a corporation organized under the laws of the Commonwealth of Pennsylvania, having offices at 3333 South Front Street, Philadelphia, PA 19148 (hereinafter referred to as the "Assignee") has acquired the entire right, title and interest in and to the Mark, including all of the goodwill of the business in connection with which the Mark is used and symbolized by the Mark.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it assigned, transferred and set over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Mark, the goodwill of the business in connection with which the Mark is used and symbolized by the Mark, and the right to recover for past infringements of the Mark, to have and to hold the same as fully and completely as the same might have been held by the Assignor had this assignment not been made.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

Gargiulo Inc.

Date: **2/12/2009**

By: 
Name: **CHRISTIAN LELEY**
Title: **PRESIDENT & CEO**