

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Moreno S.A.		02/27/2009	COMPANY: SPAIN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Pompeian, Inc.
<b>Street Address:</b>	4201 Pulaski Highway
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21224
<b>Entity Type:</b>	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	77504296	THE SMARTER COOKING OIL
Registration Number:	2187926	SPANISH KITCHEN
Registration Number:	2869835	ROMANZA
Registration Number:	1040177	ROMANZA
Registration Number:	2750546	POMPEIAN
Registration Number:	2675612	POMPEIAN
Registration Number:	2187927	POMPEIAN BALSAMIC VINEGAR
Registration Number:	2241952	POMPEIAN
Registration Number:	1328820	POMPEIAN
Registration Number:	1080530	POMPEIAN
Registration Number:	0252247	POMPEIAN
Registration Number:	3184989	OLIVEXTRA
Registration Number:	3224985	MARCA ROJA
Registration Number:	3391500	LACO

OP \$440.00 77504296

Registration Number:	1586969	
Registration Number:	1584923	
Registration Number:	1056189	AVALLO

**CORRESPONDENCE DATA**

Fax Number: (207)842-0743  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 207 842 6003  
Email: judith@judithsapp.com  
Correspondent Name: Judith Sapp  
Address Line 1: 111 West Street  
Address Line 4: Portland, MAINE 04102

ATTORNEY DOCKET NUMBER:	21451-5953
NAME OF SUBMITTER:	Judith Sapp
Signature:	/Judith Sapp/
Date:	03/31/2009

**Total Attachments: 3**  
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the "Agreement") is made as of December 31, 2008, by and between Moreno S.A., a company organized under the laws of Spain with a principal place of business located at Fuente de la Salud, 2, Cordoba 14006, Spain ("Assignor"), and Pompeian, Inc., a corporation organized under the laws of the State of Maryland, United States of America, with a principal place of business located at 4201 Pulaski Highway, Baltimore, Maryland 21224, United States of America ("Assignee").

### RECITALS

WHEREAS, Assignee is a wholly owned subsidiary of Assignor, and

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademarks and the registrations and applications for registration therefor in the United States of America identified on the attached Schedule A (collectively, the "Marks"), and

WHEREAS, Assignee is desirous of acquiring the Marks;

NOW THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:


### AGREEMENT

1. Assignor does hereby assign, transfer, and convey to Assignee, effective as of December 31, 2008, all of its right, title, and interest in and to the said Marks, together with the good will of the business symbolized by the Marks and that portion of Assignor's business to which the Mark THE SMARTER COOKING OIL, Serial No. 77/504,296, pertains.
2. Assignor represents and warrants that (a) the Marks are subsisting and, to the knowledge of Assignor, valid and enforceable; (b) Assignor is the sole and exclusive owner of the Marks, free and clear of any charge, limitation, condition, mortgage, lien, security interest, adverse claim, encumbrance, or restriction of any kind; (c) Assignor has taken reasonable steps to protect its rights in the Marks; and (d) to Assignor's knowledge, no third party is misappropriating, infringing, or violating any of the Marks.
3. Assignor agrees to take all such further action, and to execute promptly any and all such further documents and instruments, as may be necessary or desirable to confirm the assignment effected hereby.
4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns.
5. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
6. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.


7. This Agreement and all disputes or controversies arising out of or relating to this Agreement 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.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MORENO, S.A.

By:   
Name: Baldomero Moreno  
Title: CEO  
Date: 27/2/09

POMPEIAN, INC.

By:   
Name: FRANK PATTON  
Title: PRESIDENT  
Date: 2/28/09

SCHEDULE A

<u>Mark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Next Renewal</u>
AVALLO	29	73/073,976	12-Jan-1976	1,056,189	11-Jan-1977	11-Jan-2017
BOTTLE Design	29	73/810,015	30-Jun-1989	1,584,923	27-Feb-1990	27-Feb-2010
BOTTLE Design	29	73/810,016	30-Jun-1989	1,586,969	11-Mar-1990	11-Mar-2010
LACO	29	77/222,821	05-Jul-2007	3,391,500	04-Mar-2008	04-Mar-2018
MARCA ROJA	29	78/899,296	02-Jun-2006	3,224,985	03-Apr-2007	03-Apr-2017
OLIVEXTRA	29	78/743,833	31-Oct-2005	3,184,989	12-Dec-2006	12-Dec-2016
POMPEIAN & Design	29	71/267,994	13-Jun-1928	252,247	29-Jan-1929	29-Jan-2019
POMPEIAN	29	73/108,337	02-Dec-1976	1,080,530	27-Dec-1977	27-Dec-2017
POMPEIAN	30	73/489,813	13-Jul-1984	1,328,820	02-Apr-1985	02-Apr-2015
POMPEIAN & Tree Design	29, 30	75/305,950	10-Jun-1997	2,241,952	27-Apr-1999	27-Apr-2009
POMPEIAN BALSAMIC VINEGAR	30	75/386,111	06-Nov-1997	2,187,927	08-Sep-1998	08-Sep-2018
POMPEIAN	33	76/323,286	10-Oct-2001	2,675,612	14-Jan-2003	14-Jan-2013
POMPEIAN	29	78/173,134	10-Oct-2002	2,750,546	12-Aug-2003	12-Aug-2013
ROMANZA	29	73/050,962	30-Apr-1975	1,040,177	25-May-1976	25-May-2016
ROMANZA	30	78/306,349	27-Sep-2003	2,869,835	03-Aug-2004	03-Aug-2014
SPANISH KITCHEN	30	75/386,110	06-Nov-1997	2,187,926	08-Sep-1998	08-Sep-2018
THE SMARTER COOKING OIL	29	77/504,296	20-Jun-2008	(pending)		