

TRADEMARK ASSIGNMENT

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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
SMG, Inc.		02/27/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Liguria Foods, Inc.		
Street Address:	1515 15th St. N.		
City:	Humboldt		
State/Country:	IOWA		
Postal Code:	50548-1017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0342328	AQUILA D'ORO	
Registration Number:	1690370	LIGURIA LIGURIA	
Registration Number:	1670852	LIGURIA	
Registration Number:	1690371		
CORRESPONDENCE DATA			
Fax Number:	(515)558-0671		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	515-283-4671		
Email:	dwnelmark@belinlaw.com		
Correspondent Name:	David W. Nelmark		
Address Line 1:	666 Walnut St. Suite 2000		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	L0639-01		
NAME OF SUBMITTER:	David W. Nelmark		

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Signature:	/David W. Nelmark/
Date:	04/23/2009
Total Attachments: 4 source=Trademark Assignment#page 1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of February 27, 2008.

WHEREAS, SMG, Inc., a Delaware corporation ("*Assignor*") is the owner of the trademark registrations set forth on Schedule A hereto (collectively referred to as the "*Marks*");

WHEREAS, Assignor has agreed to transfer all rights in and to the Marks to Liguria Foods, Inc., a Delaware corporation ("*Assignee*"), and Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among Assignee, SFG Parent, Inc., a Delaware corporation, Specialty Foods Group, Inc., a Delaware corporation, and Assignor as of the date hereof (the "*Purchase Agreement*");

WHEREAS, in connection with the Purchase Agreement, Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing;

WHEREAS, this Agreement is being delivered pursuant to Section 2.10(c) of the Purchase Agreement; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale by Assignor of the right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, the parties agree as follows:

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, the entire right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by and associated with them throughout the world, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "*Worldwide Marks*"), together with all rights to proceeds of the foregoing, including, without limitation, all causes of action for any and all previously occurring, present or future infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

AND, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "*Director*"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

Assignor agrees to execute further papers and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to Worldwide Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce Worldwide Marks. This Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the above-referenced day and year.

SMG, INC.

By: Steven P. Wright
Name: Steven P. Wright
Title: Chief Financial Officer

LIGURIA FOODS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the above-referenced day and year.

SMG, INC.

By: _____

Name:

Title:

LIGURIA FOODS, INC.



By: _____

Name: Michael B. Evans

Title: President

Schedule A

Trademarks

Country	Mark	Status	Reg. No.	App./Reg. Date
U.S.	AQUILA D'ORO	Registered	342,328	01/12/37
U.S.	Liguria	Registered	1,670,852	12/31/91
U.S.	Liguria, Liguria (& Design)	Registered	1,690,370	06/02/92
				
U.S.	Liguria (& Design)	Registered	1,690,371	06/02/92
				
Korea	Liguria (& Design)	Registered	263,155	05/17/93

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