

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
Universal Foods & Merchandise Co.		10/20/1999	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Robert Latchman
Street Address:	1092 St. George Avenue, Unit 166
City:	Rahway
State/Country:	NEW JERSEY
Postal Code:	07065
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3051908	CHAMPION

CORRESPONDENCE DATA

Fax Number: (312)332-6376
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: cschneider@davismcgrath.com
 Correspondent Name: Maureen Beacom Gorman
 Address Line 1: 125 S. Wacker, Ste 1700
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Christopher W. Schneider
Signature:	/cwschneider/
Date:	07/14/2009

Total Attachments: 7
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**TRADEMARK
 REEL: 004024 FRAME: 0277**

OP \$40.00 3051908

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CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is made the 23rd day of June 2009 in respect to assignment effective as of October 20, 1999.

BETWEEN:

- I. UNIVERSAL FOODS & MERCHANDISE CO. ("ASSIGNOR"), a Canadian company, whose addresses were 3520 McNicoll Avenue, Unit 6, Scarborough, Ontario M1V 4C5 Canada and 1920 Ellesmere Rd., Suite 334, Scarborough, Ontario, Canada M1H 3G1; and
- II. ROBERT LATCHMAN ("ASSIGNEE"), a Canadian and USA citizen, whose address is 1092 St. George Avenue, Unit 166, Rahway, New Jersey USA 07065.

INTRODUCTION:

- A. ASSIGNOR was the owner of the mark CHAMPION, (1) the United States Trademark Application Serial No. 74707614 for the mark CHAMPION for the goods: "butter, edible oils, meat in cans, butter oil," in International Class 29 and "processed cereals for infants, rice, sugar, starch for foods, powder for making custard, curry powder, flavouring extracts (non-essential oils) spices and spice blends," in International Class 30 (the resulting "3051908 REGISTRATION") and (2) the United States Trademark Application Serial No. 75284113 for the mark CHAMPION for the goods "butter, edible oils, meat in cans, butter oil, mashed potatoes and unsweetened and unflavoured gelatin," in International Class 29 and "processed cereals for infants, flour, rice, sugar, starch for foods, powder for making custard, curry powder, flavouring extracts made of non-essential oils, spices, spice blends, coffee, yeast, meat tenderizer, baking powder," in International Class 30 (the resulting "2212358 Registration");
- B. ASSIGNEE was desirous of acquiring and did so acquire all right, title and interest in and to the CHAMPION trademark, together with the goodwill of the business with which the mark was used and which was symbolized by the mark, and the right of recovery in all legal actions based on such mark;
- C. ASSIGNOR and ASSIGNEE entered into a Purchase Agreement dated May 5, 1992 (the "1992 Agreement") (attached at Schedule 1) whereby ASSIGNOR agreed to assign to ASSIGNEE all right, title and interest in and to the mark CHAMPION upon successful registration of the mark at the United States Patent and Trademark Office, together with the goodwill of the business with which the mark was used and which was symbolized by the mark, and the right of recovery in all legal actions based on such mark;
- D. The CHAMPION mark registered with the United States Patent and Trademark Office on December 22, 1998 (the 2212358 Registration);

CONFIRMATORY ASSIGNMENT
EXECUTED ON June 21, 2009
IN RESPECT TO ASSIGNMENT
EFFECTIVE AS OF OCTOBER 20, 1999
BETWEEN UNIVERSAL FOODS & MERCHANDISE CO.
AND ROBERT LATCHMAN
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- E. ASSIGNOR assigned the CHAMPION mark, identifying it as the 2212358 Registration, to ASSIGNEE on October 20, 1999 (the "1999 Assignment") (attached at Schedule 2);
- F. ASSIGNOR intended to and did assign any and all of its interests in the mark CHAMPION from ASSIGNOR to ASSIGNEE as of October 20, 1999;
- G. Pursuant to the 1992 Agreement, ASSIGNOR agreed to resolve any issues regarding any of the trademarks to achieve full title in ASSIGNEE of all of ASSIGNOR'S rights in the mark CHAMPION; and
- H. Now the parties wish to record the Assignment Agreement as it relates to the 3051908 REGISTRATION.

NOW THIS CONFIRMATORY ASSIGNMENT WITNESSETH AS FOLLOWS:

1. ASSIGNMENT

Pursuant to the 1992 Agreement and the 1999 Assignment, ASSIGNOR hereby confirms that on October 20, 1999, it irrevocably and absolutely assigned to ASSIGNEE its entire right, title and interest in and to the mark CHAMPION, together with the goodwill of the business in connection with which the mark was used and which was symbolized by the mark, as fully and entirely as the same would have been held and enjoyed by it if an Assignment had not been made, including the right to pursue all actions based on such mark and to recover for past infringement or violations of law relating to said mark, the same to be held and enjoyed by the ASSIGNEE and its legal representatives, successors and assigns, for its own use and enjoyment, and for the use and enjoyment of its assigns, successors, or other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the ASSIGNOR had this Assignment not been made, including 3051908 REGISTRATION. Therefore, this Confirmatory Assignment confirms the assignment of said CHAMPION mark, 3051908 REGISTRATION, as of October 20, 1999.

2. FURTHER ASSURANCE

Assignor shall, as and when requested by Assignee, and at the expense of Assignor, do all acts and execute all documents as may reasonably be necessary or desirable to give full effect to this Confirmatory Assignment and the Assignment of the CHAMPION mark.

CONFIRMATORY ASSIGNMENT
EXECUTED ON June 23rd, 2009
IN RESPECT TO ASSIGNMENT
EFFECTIVE AS OF OCTOBER 20, 1999
BETWEEN UNIVERSAL FOODS & MERCHANDISE CO.
AND ROBERT LATCHMAN
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3. LAW AND JURISDICTION

This Confirmatory Assignment and the Assignment dated October 20, 1999 shall be governed by U.S. and Canadian Law. Where there is a conflict of law, Canadian law shall govern.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Confirmatory Assignment to be signed, as of this 23rd day of June, 2009 and the undersigned declares, certifies, verifies, and states under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED and DELIVERED on behalf of UNIVERSAL FOODS & MERCHANDISE CO. acting by its Authorized Agent and Signatory

) Signed Latchandai Persaud
) Full Name: Latchandai Persaud

I HEREBY CERTIFY that on this 23rd day of June 2009, Latchandai Persaud did personally appear before me to execute this Confirmatory Assignment.

AS WITNESS my hand and Notarial Seal

[Signature]
NOTARY PUBLIC

Schedule 1

Universal Foods & Merchandise Co. (a business partnership comprised of Mohan Persaud and Latchandai Persaud) whose full post office address is 30 Ossington Avenue, Toronto, Ontario Canada M6J 2Y7, the sum of \$1000 and other good and valuable considerations, the receipt of which are hereby acknowledged, hereby agrees to obtain full title to the trade marks listed below and then assign and transfer to Dr. Robert Latchman (or his successors and assign), Universal Foods & Merchandise Co. (Referred to as "Universal" from hereon) entire rights, title and interest in and to the trade marks in USA, and any other countries where the products bearing the brands are sold.

That is, Universal

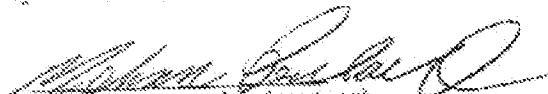
1) agrees to register the trade marks listed below owned by Universal Foods & Merchandise Co.

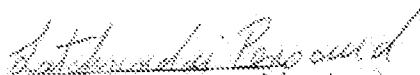
2) once registration certificate is obtained by Universal, Universal will assign and transfer to Dr. Robert Latchman (or his successors and assign), Universal's entire right, title and interest in and to the trade marks in USA and elsewhere (where applicable) and the goodwill associated therewith

3) Any issues regarding any of the trade marks will be resolved by Universal Foods & Merchandise Co, and/or its officers of the company to achieve full title.

Champion
Cow & Girl
Dun Cow
Dr. Robert
Good Luck
Krishna
Palm Tree
Stud
Supplegent

Executed by owners of Universal Foods & Merchandise Co, this 5 day of May, 1982


Mohan Persaud (partner)


Latchandai Persaud (partner)



Schedule 2

ASSIGNMENT

I, Latchandai Persaud, officer of Universal Foods & Merchandise Co., of the City of Scarborough, in the Province of Ontario, HEREBY STATES

1. Universal Foods & Merchandise Co., whose full post office address is 1920 Ellesmere Rd., Suite 334 Scarborough, Ontario, Canada M1H 3G3, formerly of 3520 McNicoll Avenue, Unit 6, Scarborough, Ontario, Canada M1V 4C5 hereby assign and transfer to Robert Latchman, the post office address of which is 885 Broadway, Unit 177, Bayonne, NJ 07001, Universal Foods & Merchandise Co. entire rights, title, and interest in to the following trade marks

Name	Registration Numbers
Supplegent	1897284
Good Luck	1952793
Chatak	1861895
Shahada	2047108
Dan Cow	2032495
Champion	2212358
Palm Tree	2009668
Dog Cow	1885122

in all countries, including the entire rights, title and interest in and to the above listed United States of America trade marks and in and to the good will associated therewith, the same to be held and enjoyed by Robert Latchman, its successors and assigns and fully and effectively as the same would have been held and enjoyed by us if this assignment and transfer has not been made. The sum of over \$100 and other good and valuable consideration, the receipt is hereby acknowledged for these trade marks.

2. This assignment is effective immediately.

Latchandai Persaud

Latchandai Persaud Oct. 26, 1999

Witness:

Camille Persaud

Camille Persaud Oct. 26, 1999

Pers.