

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quest Summit LLC		11/20/2006	LIMITED LIABILITY COMPANY: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	AFN Broker LLC
<b>Street Address:</b>	1162 St. George Avenue, Unit 166
<b>City:</b>	Rahway
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07065
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY

**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/ Davis McGrath LLC  
 Address Line 1: 125 S. Wacker, Ste 1700  
 Address Line 4: Chicago, ILLINOIS 60606

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

Total Attachments: 5  
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OP \$40.00 3051908

**900138643**

**TRADEMARK  
 REEL: 004024 FRAME: 0356**

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## CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is made the 11 day of July 2009 in respect to assignment effective as of November 20, 2006.

### BETWEEN:

- I. QUEST SUMMIT LLC ("ASSIGNOR"), a Limited Liability Company organized in the State of New Jersey, whose address was 1162 St. George Avenue, Unit 166, Rahway, New Jersey, USA 07065; and
- II. AFN BROKER LLC ("ASSIGNEE"), a Limited Liability Company organized in the State of New Jersey, whose address is 1162 St. George Avenue, Unit 166, Rahway, New Jersey, USA 07065.

### INTRODUCTION:

- A. ASSIGNOR was the owner of the mark CHAMPION and all right, title and interest to the mark CHAMPION, including any and all government filings related to the mark CHAMPION (such rights at the time of the assignment included but were not limited to the applications for (1) the United States Trademark Registration No. 3,051,908 ("3051908 REGISTRATION") 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 and (2) the United States Trademark Registration No. 2,212,358 ("2212358 Registration") 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;
- 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 an Agreement dated November 20, 2006 (the "2006 Agreement") (attached at Schedule 1) whereby ASSIGNOR agreed to assign to ASSIGNEE all right, title and interest in and to the mark CHAMPION, together with the goodwill of the business with which the mark was used and which

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EXECUTED ON 11 July 2009  
IN RESPECT TO ASSIGNMENT  
EFFECTIVE AS OF NOVEMBER 20, 2006  
BETWEEN ROBERT LATCHMAN  
AND WORLDWIDE MANAGEMENT LLC  
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was symbolized by the mark, and the right of recovery in all legal actions based on such mark;

- D. ASSIGNOR assigned the CHAMPION mark, identifying it as the 2212358 Registration, to ASSIGNEE on November 20, 2006;
- E. ASSIGNOR intended to and did assign any and all of its interests in the mark CHAMPION from ASSIGNOR to ASSIGNEE as of November 20, 2006; and
- F. Now the parties wish to record the 2006 Agreement as it relates to the 3051908 REGISTRATION.

NOW THIS CONFIRMATORY ASSIGNMENT WITNESSETH AS FOLLOWS:

**1. ASSIGNMENT**

Pursuant to the 2006 Agreement, ASSIGNOR hereby confirms that on November 20, 2006, 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 the 3051908 REGISTRATION. Therefore, this Confirmatory Assignment confirms the assignment of said CHAMPION mark, 3051908 REGISTRATION, as of November 20, 2006.

**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.

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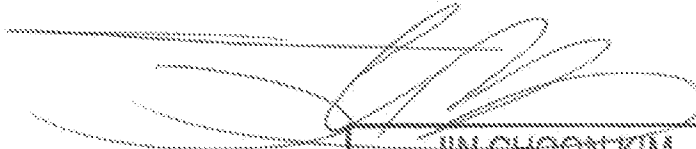
IN TESTIMONY WHEREOF, ASSIGNOR has caused this Confirmatory Assignment to be signed, as of this 11 day of July, 2009 and the undersigned declares, certifies, verifies, and states under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED and DELIVERED on behalf of QUEST SUMMIT LLC acting by its Authorized Agent and Signatory:

) Signed R. Latchman  
) Full Name: Robert Latchman

SWORN TO AND SUBSCRIBED BEFORE ME:

THIS 11<sup>th</sup> DAY OF July 2009



JIN CHOON KIM  
Notary Public, State of New Jersey  
My Commission Expires Oct. 28, 2012

# Schedule 1

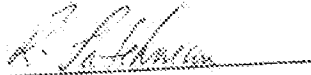
ASSIGNMENT

I, Robert Latchman of Quest Summit LLC of the City of Rahway, in the State of New Jersey

HEREBY STATES

1. Quest Summit, of 1092 St. George Ave. Unit 166, Rahway, NJ 07065 hereby assign and transfer to AFN BROKER LLC, the post office address of which is 1092 St. George Ave. Unit 166, Rahway, NJ 07065 Quest Summit LLC entire rights, title, and interest in to Champion trade marks (registration number 2212358) in the United States of America and in and to the good will associated therewith, the same to be held and enjoyed by AFN BROKER LLC, its successors and assigns and fully and effectively as the same would have been held and enjoyed by AFN BROKER LLC 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 as of Nov. 20, 2006.



Robert Latchman November 20, 2006