

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/

08-14-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



ET
6/25/09

103570942

J documents or the new address(es) below.

To the Director of the U. S. Patent

1. Name of conveying party(ies):

Signature Bank

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Bank (NY, USA)
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 07/09/2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SB AFLCSLSS, LLC

Internal Address: _____

Address: _____

Street Address: 565 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC (NY) Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Two applications listed on attached sheet

B. Trademark Registration No.(s)

Twenty-three registrations listed on attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jonathan M. Holda

Internal Address: Ober Kaler

Street Address: 120 E. Baltimore Street

City: Baltimore

State: MD Zip: 21202

Phone Number: 410-347-7380

Fax Number: 443-263-7580

Email Address: jmholda@ober.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

- Authorized to be charged to deposit account
- Enclosed Charge Fee

8. Payment Information:

Deposit Account Number 503391

Authorized User Name J. Holda

9. Signature:

/Jonathan M. Holda/
Signature

July 14, 2009
Date

Jonathan M. Holda
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ADDITIONAL SHEET ATTACHED TO TRADEMARK RECORDATION COVER
SHEET - MARKS PREVIOUSLY OWNED BY AHAVA FOOD CORP.**

<u>Mark</u>	<u>Trademark Application Serial Number</u>
MY BABY	Ser. No. 77217658
FRUIT O LICIOUS	Ser. No. 76514364

<u>Mark</u>	<u>Trademark Registration Number</u>
DEEP CHOCOLATE SWIRL	Reg. No. 3490673
BERRIES SCREAM BANANA	Reg. No. 3447075
CHOKLOMOCA	Reg. No. 3447074
ORANGES MEET GUAVA	Reg. No. 3447068
VEGICHECKED	Reg. No. 3233384
VEGICHECKED	Reg. No. 3233383
SOY-YOG	Reg. No. 3473628
FRUIT YOG LICIOUS	Reg. No. 3349275
KAHAL	Reg. No. 3169410
AHAVA	Reg. No. 3038963
GIDEON	Reg. No. 2721299
OF GOLAN	Reg. No. 2960129
PRIMO SAPORE	Reg. No. 2924793
LAGVINA	Reg. No. 2815316
HOD GOLAN	Reg. No. 2629824
THE HEIGHT OF GOOD TASTE	Reg. No. 2404337
BEST MOOO	Reg. No. 2795127
SLIM U	Reg. No. 2716873
ACHUZA	Reg. No. 2283410
EMEK	Reg. No. 2890623
YOU CAN'T CHOOSE A BETTER MILK	Reg. No. 2159177
NEW SQUARE	Reg. No. 1925643
MORNING SELECT	Reg. No. 1820739

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT made as of the 9th day of July, 2008, between SIGNATURE BANK (the Lender), (herein, the "Assignor") and SB AHLCSLSS LLC (herein, the "Assignee").

RECITALS:

A. Effective as of the date hereof, Assignor has ~~conveyed to Assignee~~ certain intangible property as more particularly described in the Memorandum of Auction Sale dated as of July 9, 2008 (the "Agreement"). *Do we have it?*

B. In connection with the sale of the Property (as defined in the Agreement), Assignor agreed to transfer, convey and assign to Assignee all of its transferable rights in the Property (the "Intangibles"). The Intangibles are described on Schedule "A" which is attached hereto and incorporated herein by reference.

C. Assignor desires to sell, assign, convey, and transfer all of its rights in the Intangibles, and Assignee desires to accept said sale, assignment, conveyance, and transfer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the purchase of the Property and of the mutual covenants herein set forth and (\$1,000,000.00) and other good and valuable consideration, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's interest in and to the Intangibles in favor of Assignor.

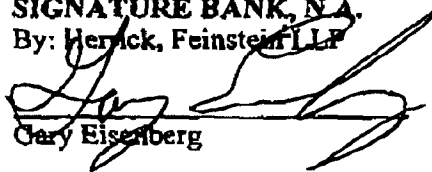
2. The Assignee hereby assumes and covenants to perform all of the obligations of the Assignor under the Intangibles. Without limiting the foregoing, Assignee assumes all responsibility for recording any instruments or documents required to effectuate, evidence, perfect or otherwise facilitate or complete the transfer of any of the patents being sold under the Agreement and as described on Schedule A of the Agreement. Further, Assignee assumes all responsibility and liability for payment of any recording or other fees required to be paid to any governmental office, entity or authority in connection with the previous sentence of this paragraph

3. This Assignment shall be binding on the successors and assigns of the parties hereto. The parties hereto shall execute such further and additional documents as may be necessary to evidence or carry out the provisions of this Assignment, consistent with the Agreement.




IN WITNESS WHEREOF, the parties hereto have executed or have caused this Assignment to be properly executed on the day and year set forth above.

ASSIGNOR:
SIGNATURE BANK, N.A.
By: Herrick, Feinstein LLP


Gary Eisenberg

ASSIGNEE: SB AHLCSLSS LLC

By: 
Name: Robert A. Broset
Title: Authorized Signatory.

SCHEDULE "A"

All intangible property rights contained in or included among the following:

All of the right, title and interest of Ahava Food Corp., and Schwartz & Sons Quality Distributors, Inc., (collectively, the "Debtor") in, to and/or upon:

All personal property and fixtures of each Debtor in which the Debtor has an interest, in each case whether now or hereafter existing or now owned or hereafter acquired and whether subject to the Uniform Commercial Code including all goods, money, instruments, accounts, farm products, inventory, equipment, documents, chattel paper, securities and general intangibles and all interest, dividends and other distributions thereon paid and payable in cash or in property; and all replacements and substitutions for, and all accessions and additions to, and all products and Proceeds of, all of the foregoing.