

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Assignment and Assumption Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Provisions, LLC		10/08/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Demento Holdings, Inc., f/k/a Brooks Provisions, Inc.		
Street Address:	3445 South Front Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19148		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2832528	OCEANSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	189,193-5		
NAME OF SUBMITTER:	Shari L. Gordon		
Signature:	/Shari L. Gordon/		

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**TRADEMARK
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Date:

10/14/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Trademark Assignment") is made and entered into this 8th day of October, 2009 (the "Effective Date") by and between Demento Holdings, Inc., f/k/a Brooks Provisions, Inc., a Pennsylvania corporation ("Assignee"), and Brooks Provisions, LLC, a Delaware limited liability company ("Assignor").

WHEREAS, Assignee and Assignor are parties to that certain Unit Repurchase Agreement dated as of October 8, 2009 (as amended, modified or supplemented from time to time, the "Unit Repurchase Agreement"), pursuant to which Assignor has agreed to irrevocably transfer and assign to Assignee, and Assignee has agreed to assume, all of Assignor's rights, title and interest, in, to and under the trademark appearing in the attached Schedule A attached hereto (the "Trademark");

WHEREAS, Assignor wishes to hereby transfer and assign such rights, title and interest to Assignee and Assignee wishes to receive and assume the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably assigns, conveys and transfers to Assignee, and Assignee hereby receives and assumes, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of any business connected to and symbolized by such trademark, including, without limitation, all rights, privileges and interests now known or that hereafter come into existence which pertain to the Trademark, to have and to hold the same unto Assignee, its successors and assigns, forever.

2. Assignor represents to Assignee that: (a) Assignor has the right to enter into this Agreement and assign, convey and transfer the Trademark to Assignee in accordance with the terms hereof; (b) Assignor is the beneficial owner of and has good title to the Trademark free and clear of all liens, claims, encumbrances, trusts, pledges, mortgages, options, and other restrictions of any kind or nature whatsoever (other than Permitted Encumbrances (as defined in the Contribution and Sale Agreement dated as of April 28, 2006, by and among Assignee, Assignor, Brooks Holdings, LLC, a Delaware limited liability company, Brooks Provisions Co-Investors, LLC, a Delaware limited liability company, and the stockholders of Assignee named therein, with the exception of clause (c) of such definition which shall not be included in such definition for purposes hereunder)); (c) Assignor has not previously sold, assigned, encumbered, transferred or otherwise disposed of the Trademark or any rights therein (other than pursuant to the Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of April 14, 2009, among Assignor, Latin American Distributors Acquisition, LLC, a Delaware limited liability company, PNC Bank, National Association and the lenders from time to time party thereto (and any documents or agreements (including any security documents) executed in connection therewith)); and (d) there are no pending or, to Assignor's knowledge, threatened lawsuits, legal proceedings, claims or governmental investigations relating to the Trademark or

any rights therein. This provision shall survive the execution and delivery of this Trademark Assignment and the consummation of the transaction contemplated hereby.

3. This Trademark Assignment includes the right to apply for registration of the Trademark in any and all jurisdictions where such registration is desired by Assignee, the right to renew any existing registration, and the right to claim for any and all damages by reason of past infringement of the Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.

4. The parties hereto agree to execute any further documents, at Assignee's expense, which may be reasonably required to effectuate the terms and conditions of this Trademark Assignment.

5. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

BROOKS PROVISIONS, LLC

By: _____

Name: Richard Kochersperger

Title: CEO

ASSIGNEE:

DEMENTO HOLDINGS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

BROOKS PROVISIONS, LLC

By: _____
Name:
Title:

ASSIGNEE:

DEMENTO HOLDINGS, INC.

By: *Brian DeMarco*
Name: *Brian DeMarco*
Title: *President*

Schedule A

Mark	Registration Number	Registration Date
OCEANSTREAM	2,832,528	April 13, 2004

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