

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMM
United States Patent and Trademark

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

innovage LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MerchSource, LLC

Internal

Address: _____

Street Address: 19517 Pauling

City: Foothill Ranch

State: California

Country: US

Zip: 92610

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
California Limited
- Other Liability Company 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)

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

Execution Date(s) 10/28/2009; 10/30/2009

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,653,156

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: Jennifer H. Hamilton

Internal Address: The Eclipse Group LLP

Street Address: 10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA

Zip: 91344

Phone Number: (818) 488-8141

Fax Number: (818) 332-4205

Email Address: jhh@eclipsegrp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

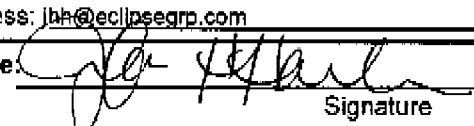
8. Payment Information:

a. Credit Card Last 4 Numbers 1841
Expiration Date 05/10

b. Deposit Account Number _____

Authorized User Name Jennifer H. Hamilton

9. Signature



Signature

11/10/09

Date

Jennifer H. Hamilton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$40.00 2653156

ASSIGNMENT

This Assignment shall be effective as of the 28th day of October, 2009 ("Effective Date"), by and between Innovage LLC, with offices at 19511 Pauling, Foothill Ranch, California 92610 ("Innovage") and MerchSource, LLC, a California Limited Liability Company, with offices at 19517 Pauling, Foothill Ranch, CA 92610 ("MerchSource"). For purposes of this Assignment, Innovage and MerchSource may each be referred to as a "Party" and collectively as the "Parties."

1.0 BACKGROUND

Innovage is the owner of U.S. Trademark Registration No. 2,653,156 for the mark GOURMET TRADITIONS (the "Mark"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Innovage is executing this Assignment to confirm Innovage's ownership in and to the Mark and formally transfers to MerchSource all right, title and interest in and to the Mark, as well as any other foreign trademark registrations, applications or rights owned by Innovage for the Mark.

2.0 ASSIGNMENT

Innovage assigns and transfers to MerchSource all right, title and interest in and to the Mark, including any U.S. and foreign trademark registrations, applications or rights owned by Innovage for the Mark, together with (a) the goodwill connected with the use of and symbolized by the Mark; (b) all income, royalties and damages that become due or payable with respect to the Mark, including damages and payments for infringements and misappropriations of the Mark by third parties that occur on or after the Effective Date; and (c) all rights to sue for infringements or misappropriations of the Mark by third parties that occur on or after the Effective Date. With respect to damages and payments for infringements and misappropriations of the Mark that occurred before the Effective Date, the Parties shall each have the right to sue for infringements or misappropriations of the Mark by third parties that occur prior to the

Effective Date. The Parties agree to share the cost of the pursuit of any such claim in the same proportion as they agree to share in any recovery, which, unless otherwise agreed to by the Parties, shall be determined according to the extent to which each Party has a right to recover any damages or payments by reason of the third party infringement of the Mark.

3.0 LIABILITY TO THIRD PARTIES

On or after the Effective Date, MerchSource shall be liable for any claims for damages arising out of the Mark's infringement of third party rights. Before the Effective Date, such damages shall be paid by the Party who distributed the goods bearing the Mark; provided, however, that if both Parties distributed the same goods bearing the Mark, the Parties shall share the liability as mutually determined by the Parties.

4.0 CONTINUED COOPERATION

Innovage agrees to execute any documents as may be necessary to effect and/or record the transfer of rights set forth in this Assignment to MerchSource.

In light of the above, and as affirmed by the signatures below, MerchSource hereby acquires all right, title, and interest in and to the Mark.

INNOVAGE LLC

MERCHSOURCE, LLC

Name: _____

Name: _____

Michael Roberts

Title: President

Title: Member

Date: 10/28/09

Date: 10/30/09