

OCT 21

11-13-2009



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

103580583

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

10-29-09  
SUBMISSION

1. Name of conveying party(ies):  
Bascom Corporation (formerly known as  
Bascom Food Products Corporation)

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :  
Execution Date(s) September 21, 2009

- 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: Schreiber Foods International, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 600 East Crescent Avenue

City: Upper Saddle River

State: New Jersey

Country: United States Zip: 07458

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship New Jersey

Other \_\_\_\_\_ 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) \_\_\_\_\_  
B. Trademark Registration No (s) 1,532,198

Additional sheet(s) attached?  Yes  No

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

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

Internal Address: \_\_\_\_\_  
Dunn Lambert, LLC

Street Address: The Atrium  
East 80 Route 4

City: Paramus

State: New Jersey Zip: 07652

Phone Number: 201-291-0700

Fax Number: 201-291-0130

Email Address: jdunn@bizlawyer.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 to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_  
John A. Fressia Signature  
President  
Name of Person Signing

September 21, 2009 Date

Total number of pages including cover sheet attachments, and document: 3

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

10/30/2009 NJAMA1 00000007 1532198

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48.00 OP

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**  
**INCLUDING TRADE NAME GEMINI**

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment Agreement") dated as of September \_\_, 2009, by and between BASCOM CORPORATION (the "Assignor") and SCHREIBER FOODS INTERNATIONAL, INC. (the "Assignee").

WHEREAS, the Assignee and the Assignor have entered into an Agreement to Purchase Certain Assets dated as of August 31, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement and by certain instruments of transfer and conveyance being executed and delivered to the Assignee simultaneously herewith, the Assignor is selling, assigning, transferring, conveying and delivering to the Assignee all of the Purchased Assets, which Assets include Assignor's Intellectual Property rights;

WHEREAS, among the Intellectual Property rights of Assignor is the trade name and style "Gemini" and all associated marks (collectively, the "Mark");

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter and in the Purchase Agreement contained, the parties hereby agree as follows:

1. **Assignment.** (a) The Assignor does hereby transfer and set over unto the Assignee all of the right, title and interest of the Assignor in and to the Intellectual Property, including the Mark, and does hereby assume and agree to discharge when due any obligations of the Assignor to be performed with respect to the Intellectual Property after the Closing Date.

(b) This Assignment may be presented to the appropriate government entities to record Assignee's ownership of the Mark. Assignor agrees that it will, without demanding any further consideration therefore, at the request but at expense of the Assignee, do all lawful and just acts pertaining to the Mark, including without limitation, acts to further the perfection of the Assignee's right to the Mark or the recordation of documents. If Assignee is unable for any reason whatsoever, including Assignee's inability after expending reasonable efforts to locate Assignor or its officers, to secure Assignor's signature to do any lawful and just act pertaining to the Mark, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's attorney-in-fact for Assignor to do all such lawful and just acts pertaining to the Mark with the same legal force and effect as if executed by Assignor. This appointment is coupled with an interest in and to the Mark and shall survive Assignee's dissolution.

2. **Subject to Purchase Agreement.** Nothing herein contained shall change, amend, extend or alter the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this instrument, the provisions of the Purchase Agreement shall control.

3. **Governing Law.** This Assignment Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the United States and State of New Jersey, without giving effect to the principles of conflicts of laws thereof.

4. **Successors and Assigns.** This Assignment Agreement shall inure to the benefit of and be binding upon the Assignee and the Assignor and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.

5. **Amendment, Waiver and Termination.** This Assignment Agreement cannot be amended, waived or terminated except by a writing signed by both of the parties hereto.

6. Headings. The headings in this Assignment Agreement are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.

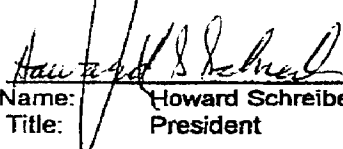
7. Counterparts. This Assignment Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.

IN WITNESS WHEREOF, the parties have entered into this Assignment Agreement on the day and year first above written.

BASCOM CORPORATION

By:   
Name: John A. Fresse  
Title: President

SCHREIBER FOODS INTERNATIONAL, INC.

By:   
Name: Howard Schreiber  
Title: President