

**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	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A La Cart, Inc.		11/12/2009	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Unified Brands, Inc.		
<b>Street Address:</b>	1055 Mendell Davis Drive		
<b>City:</b>	Jackson		
<b>State/Country:</b>	MISSISSIPPI		
<b>Postal Code:</b>	39272		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2714171	CONDUVECTION	
<b>Serial Number:</b>	77831937	A LA CART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-345-1341		
<b>Email:</b>	matm@nixonpeabody.com		
<b>Correspondent Name:</b>	Michelle A. Massicotte		
<b>Address Line 1:</b>	100 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	054181-2		
<b>NAME OF SUBMITTER:</b>	Michelle A. Massicotte		
<b>Signature:</b>	/Michelle A. Massicotte/		

**CH \$65.00 2714171**

**900147843**

**TRADEMARK  
 REEL: 004097 FRAME: 0560**

Date:

11/17/2009

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of November 12, 2009 (the "Effective Date"), is made by and between A LA CART, INC., a North Carolina corporation ("Assignor"), and UNIFIED BRANDS, INC., a Delaware corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as such term is defined below).

WHEREAS, Assignor and Assignee, together with the other parties named therein, including all of Assignor's shareholders, are parties to that certain Asset Purchase Agreement, dated the same date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute Purchased Assets under the Purchase Agreement (all of the foregoing collectively, the "Trademarks") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, 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, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee

and its successors, assigns and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the terms of the Purchase Agreement, the Purchase Agreement shall govern. Assignor makes no express or implied representations or warranties in this Assignment of any kind whatsoever other than as are set forth in the Purchase Agreement.

This Assignment shall be construed in accordance with, and the rights of the parties hereunder shall be governed by, the laws of the State of New York.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signatures which shall be considered originals.

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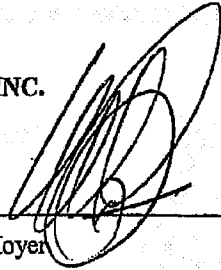
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

**A LA CART, INC.**

By: \_\_\_\_\_

Name: Wade Moyer

Title: President

A handwritten signature in black ink, appearing to be 'Wade Moyer', written over a horizontal line. The signature is stylized and somewhat cursive.

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**TRADEMARKS**

<b>Mark</b>	<b>Date of First Use</b>	<b>Application Number / Date</b>	<b>Registration Number</b>	<b>Date Issued</b>	<b>Expiration Date</b>
CONDUVECTION	November 2002		2,714,171	May 6, 2003	May 6, 2013
A LA CART	March 1985	77831937 / Sept. 22, 2009			