

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gourmet Gems LLC		01/13/2010	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	GLJ, Inc.		
Doing Business As:	DBA Mid-Nite Snax		
Street Address:	251 Andrews Road		
City:	Mineola		
State/Country:	NEW YORK		
Postal Code:	11501		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2988648	GEMMIES	
Registration Number:	3075161	G	
Registration Number:	3225399	GOURMET GEMS	
Registration Number:	3047608	GEMPAK	
CORRESPONDENCE DATA			
Fax Number:	(212)688-2870		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-4929		
Email:	majhar@hartmancraven.com		
Correspondent Name:	Marsha G. Ajhar		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Hartman & Craven LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	05769-001 (MID-NITE SNAX)		

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NAME OF SUBMITTER:	Marsha G. Ajhar
Signature:	/mga/
Date:	01/28/2010
Total Attachments: 2 source=Gourmet Gems ASSIGNMENT#page1.tif source=Gourmet Gems ASSIGNMENT#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Gourmet Gems LLC, a Missouri limited liability company, located at 850 NW Pink Hill Road, Blue Springs, Missouri 64015, ("ASSIGNOR"), is the owner of all right, title and interest in and to the trademarks registered on the Principal Trademark Register of the United States Patent and Trademark Office and identified in Trademark Schedule A appended hereto and incorporated by reference herein (collectively "the GOURMET GEMS Marks"); and

WHEREAS, GLJ, Inc. d/b/a Mid-Nite Snax, a New York corporation, located at 251 Andrews Road, Mineola, NY 11501 ("ASSIGNEE"), is desirous of acquiring all right, title and interest in and to the GOURMET GEMS Marks, including the registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, convey and grant to ASSIGNEE, its successors and assigns, any and all right, title and interest in and to the GOURMET GEMS Marks identified in Trademark Schedule A, together with the associated goodwill and that part of ASSIGNOR's business connected with the use of and symbolized by the GOURMET GEMS Marks.

This assignment also includes any claims, demands, damages, actions and/or causes of action based, in whole or in part, on infringement of the GOURMET GEMS Marks by any third party, including, without limitation, the right to recover for any past infringement thereof.


ASSIGNOR represents and warrants that ASSIGNOR does not own or have rights to any other trademark registrations or trademark applications for the Marks or any confusingly similar marks either in the United States or outside the United States.

IN WITNESS WHEREOF, ASSIGNOR's duly authorized member executes this Trademark Assignment as of this 13th day of January, 2010.

GOURMET GEMS LLC


By: Danny R. Carpenter, Chairman

TRADEMARK SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GEMMIES	US Reg. 2,988,648	August 30, 2005
SMILING G 	US Reg. 3,075,161	April 4, 2006
GOURMET GEMS	US Reg. 3,225,399	April 3, 2007
GEMPAK	US Reg. 3,047,608	January 24, 2006