

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Callaway Consumer Products, LLC

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

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: Food Collective, Inc.

Internal Address: _____

Street Address: 1882 McGaw Ave., Suite A

City: Irvine

State: California

Country: US Zip: 92614

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

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

Execution Date(s) 10/16/2009

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

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

A. Trademark Application No.(s)

78/578,612

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

ORGANIC BISTRO

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

Name: Jennifer H. Hamilton

Internal Address: _____

Street Address: The Eclipse Group LLP

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 to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-2542

Authorized User Name Connie P. Limperis

9. Signature: Connie P. Limperis

Signature

3/25/2010

Date

Connie P. Limperis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK

OP \$40.00 78578612

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated October 16, 2009 (the "Effective Date"), by and between Callaway Consumer Products, LLC, an Arizona limited liability company ("Assignor"), and Food Collective, Inc. a Delaware corporation ("Assignee") pursuant to that certain Asset Purchase Agreement, dated October 16, 2009 (the "Purchase Agreement"), by and between Assignor and Assignee. Capitalized terms used, but not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, pursuant to the Purchase Agreement, (i) Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title and interest in, to and under the Assets and (ii) Assignee has agreed to assume the Assumed Liabilities;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the trademarks, service marks, trade names and any applications thereto, as set forth on Exhibit A attached hereto, together with the goodwill of the Business pertaining thereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, in the Purchase Agreement, and in the other Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Assignment. Effective as of the Effective Date, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the Business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. For the avoidance of doubt, the representations and warranties contained in this Assignment shall not in any way limit or expand the representations and warranties contained in the Purchase Agreement.

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

CALLAWAY CONSUMER PRODUCTS, LLC.

By: *Laryn Callaway*
Name: Laryn Callaway
Its: Manager

ASSIGNEE:

FOOD COLLECTIVE, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

CALLAWAY CONSUMER PRODUCTS, LLC.

By: _____
Name: Laryn Callaway
Its: Manager

ASSIGNEE:

FOOD COLLECTIVE, INC.

By: _____
Name: Jason Unshup
Its: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

EXHIBIT A

TRADEMARKS

No registrations exist in the name of Assignor for Trademarks. Assignor owns two (2) applications for Trademarks:

1) U.S. Trademark Application No. 78/578,612, filed 3/2/05, for the mark "ORGANIC BISTRO";

2) Canadian Trademark Application No. 1,269,439, filed 3/2/05, for the mark "ORGANIC BISTRO," which claims priority to the U.S. mark.



10605 Balboa Boulevard, Suite 300
 Los Angeles, CA 91344
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 f: 818.332.4205

Fax

Send To: USPTO
Company: Assignment Branch
Fax: (571) 273-0140

From: Connie P. Limperis
Date: 3/25/10

- Urgent
 Reply ASAP
 Please comment
 Please review
 For your information

Total pages, including cover: 8

Comments:

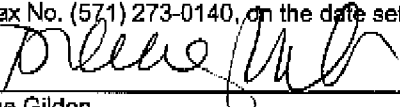
Applicant:	Food Collective, Inc.
U.S. Trademark Application No.:	78/578,612
Filing Date:	March 2, 2005
Mark:	ORGANIC BISTRO
The Eclipse Group Docket No.:	FCI10GEN001

Please acknowledge receipt of the following:

1. Recordation Form Cover Sheet – Trademarks Only (1 page);
2. Assignment from Callaway Consumer Products, LLC to Food Collective, Inc. (5 pages); and
3. Credit Card Authorization in the amount of \$40.00 (1 page).

CERTIFICATE OF TRANSMISSION

I hereby certify that this document (along with any papers referenced as being attached or enclosed) is being transmitted to the United States Patent and Trademark Office via facsimile to Fax No. (571) 273-0140, on the date set forth above.


 Diane Gilden

TRADEMARK

RECORDED: 03/25/2010

REEL: 004174 FRAME: 062