

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nohi Holdings and Trademarks B.V.		11/05/2004	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Imperial - Produtos Alimentares, S.A.		
Street Address:	4480-160 Azurara		
Internal Address:	Rua de Santana		
City:	Vila do Conde		
State/Country:	PORTUGAL		
Entity Type:	CORPORATION: PORTUGAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2781056	ALLEGRO	
CORRESPONDENCE DATA			
Fax Number:	(818)380-1908		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	818-380-1900		
Email:	jalumit@patelalumit.com		
Correspondent Name:	John Alumit		
Address Line 1:	16830 Ventura Blvd., Suite 360		
Address Line 4:	Encino, CALIFORNIA 91436		
ATTORNEY DOCKET NUMBER:	TML		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2781056

900159880

**TRADEMARK
 REEL: 004187 FRAME: 0566**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

John Alunit

Signature:

/john alunit/

Date:

04/15/2010

Total Attachments: 10

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CONFERÊNCIA DE FOTOCÓPIA Nº 000203

Eu abaixo-assinado, Ana Teresa Salgado Serra, advogada com escritório na Rua António Bessa Leite, 1430, 3º Dto., no Porto, portadora da Cédula Profissional n.º 7004 emitida pelo Conselho Distrital do Porto, Contribuinte Fiscal n.º 202 083 420, **certifico que a presente fotocópia é cópia fiel do Contrato de Compra e Venda, celebrado em 5 de Novembro de 2004, entre as sociedades “Nohii Holding and Trafemarks BV”, “Imperial – Produtos Alimentares, S.A.” e “Districhoc – Distribuição de Chocolates e Afins, Lda.”, compõe-se de 8 (oito) folhas, por mim rubricadas, carimbadas e numeradas, e foi extraída no meu escritório, a partir do documento que me foi presente.**

Porto, vinte e três de Janeiro de 2006

A Advogada

~~ANA TERESA SALGADO SERRA~~
ANA TERESA SALGADO SERRA

ADVOGADA

C.F. 202 083 420 – C.P. 7004

R. António Bessa Leite, n.º 1430-3º Dto. – 4150-074 PORTO

Telefone 22 543 10 00

Fax 22 543 10 99

Ana Teresa Salgado Serra

Custo: 0 €

ATTESTATION OF PHOTOCOPY NO. 000203

I the undersigned, Ana Teresa Salgado Serra, lawyer with office at Rua António Bessa Leite, 1430, 3º. Dto., in Oporto, with the professional certificate No. 7004 issued by the District Council of Oporto, Taxpayer nº. 202 083 420, **certify that this photocopy is a faithful copy of the Purchase Agreement, entered on November 5, 2004, between “Nohii Holding and Trademarks BV”, “Imperial – Produtos Alimentares, S.A.” and “Districhoc – Distribuição de Chocolates e Afins, Lda.”, it is constituted by 8 (eight) pages, signed, stamped and numbered by me, and was extracted at my office, from the document that was exhibited to me.**

Porto, January twenty-three 2006

The lawyer

-signature-

ANA TERESA SALGADO SERRA
LAWYER

T P 202 083 420 – P C: 7004

R. António Bessa Leite, No. 1430-3º. Dto.-4150-074 OPORTO
Telephone 22 543 10 00 Fax 22 543 10 99

Ana Teresa Salgado Serra

Expenses: 0 €

ANA TERESA SALGADO SERRA
ADVOGADA
C.F. 202.093.420 - C.P. 7004
R. António Bessa Leite, n.º 1430.3º Dto. - 4150-074 PORTO
Telefone 22 543 10 00 Fax 22 543 10 99

PURCHASE AGREEMENT

Between:

Nohi Holding and Trademarks BV, a company duly registered with the Trade Register of the Chamber of Commerce of Amsterdam under the number 33.286.432, tax payer number 8056.78.591, with registered office at Parnassustoren, Locatellikade 1, 1076 AZ Amsterdam, The Netherlands and an authorized share capital of the equivalent into Euros of NLG 200,00, in this act represented by its Managing Director TMF Management B.V. hereinafter referred to as the "Seller";

Imperial – Produtos Alimentares, S.A., a company duly registered within the Vila do Conde Commercial Register Department under the number 39, tax payer number 500 105 359, with head office at Rua de Santana, Azurara, Vila do Conde and a share capital of 2.500.000,00 Euros in this act represented by its Directors, Mrs. Manuela Tavares de Sousa and Mr. Vergílio Folhadela Moreira, hereinafter referred to as the "Purchaser";

Districtoc – Distribuição de Chocolates e Afins, Lda, a company duly registered within the Vila do Conde Commercial Register Department under the number 1689, tax payer number 503 298 514, with head office at Rua de Santana, Azurara, Vila do Conde and a share capital of 5.000,00 euro in this act represented by its Director, Mrs. Manuela Tavares de Sousa, hereinafter referred to as "Districtoc";

Whereas the Seller is the rightful and exclusive owner of the industrial property rights related to food identified in the Annex to this Agreement and a part hereof;

Whereas the use of such industrial property rights is licensed by the Seller to the Purchaser and to Districtoc under the Exclusive License Agreements for Industrial Property Rights entered into on December 29, 1995 and on January 1, 1999, agreements which Imperial – Comércio e Distribuição de Produtos Alimentares, S.A., hereinafter referred to as "Imperial CD" was also a party to;

Whereas Imperial CD was merged into the Purchaser with effects as from March 5, 2004, Purchaser, therefore, succeeding in all rights and obligations arising for Imperial CD from the referred Exclusive License Agreements for Industrial Property Rights from that date onwards;

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TERESA SALGADO SERRA
ADVOGADA
C.F. 202 083 420 - C.P. 7004
R. António Bessa Leite, n.º 1430.3º Dto. - 4150-074 PORTO
Telefone 22 543 10 00 Fax 22 543 10 99

Whereas it is intended that the Purchaser acquires the industrial property rights from the Seller, which acquirement will be effective as from September 30, 2004 onwards;

Whereas it is the intention of all parties that the above-mentioned Exclusive License Agreements for Industrial Property Rights are terminated with effects as from September 30, 2004 onwards;

It is entered into the present Purchase Agreement subject to the previous whereas and the following clauses.

First Clause

By the present Agreement the Seller assigns and transfers to the Purchaser, with effects within all territories where the industrial property rights are or will be protected, all rights arising from the industrial property rights listed in the Annex to this agreement, in all its extent.

Second Clause

- 1. The price to be paid by the assignment and transfer referred to in the previous clause shall be of € 1.250.000 (one million two hundred and fifty thousand euro).
- 2. The price will be paid by the Purchaser to the Seller no later than November 10, 2004.

Third Clause

- 1. The present Agreement is entered into on the basis of the Seller's statements, the truth of which the Seller hereby confirms that all industrial property rights identified in the Annex to this agreement are not subject to any charge, burden or limitation nor are those industrial property rights subject to any register or claim from third parties.
- 2. If any of the above mentioned statements is deemed to be false, the Purchaser shall be entitled to terminate this Agreement by means of a written communication addressed to the Seller by registered mail with acknowledgement of receipt.
- 3. Additionally, the Seller shall indemnify the Purchaser for all damages actually incurred, in the minimum amount corresponding to 10% (ten percent) of the purchase price as a penalty clause.
- 4. Without prejudice of the previous paragraph, the Purchaser may choose to benefit from an equitable reduction of the purchase price, to be established by an Arbitrator, pursuant to clause eighth of this Agreement.

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and initials 'JS' on the right.

ANA TERESA SALGADO SERRA
ADVOGADA
C.F. 202 053 420 - C.P. 700
R. Antonio Bessa Leite, n.º 1430.3º Dio. - 4150-014 PORTO
Telefone 22 543 10 00
Fax 22 543 10 99

5. The amount of the reduction shall be reimbursed by the Seller to the Purchaser within thirty days from the notification of the Arbitrator's decision, increased of interests at the legal rate in force for late payment interests in commercial transactions, computed since the date of payment of the purchase price until full payment of the reduction established.

Fourth Clause

All cost arising from or related with the assignment and transfer of the industrial property rights, namely those relating to registration of the transfer before the competent entities, shall be borne by the Purchaser.

Fifth Clause

Further to the present Purchase Agreement the Seller, the Purchaser and Districtioc agree to terminate the License Agreements for Industrial Property Rights, entered into on December 29, 1995 and on January 1, 1999, as well as any amendments thereto and all other license agreements entered into between the parties, with effect as from 30 September 2004 onwards and, consequently, royalties are no longer due under such agreements as from that date.

Sixth Clause

All communications between the parties shall be deemed to have been validly received on the first day subsequent to its actual receipt provided that they are sent by registered mail with acknowledgement of receipt or by telecopy to the address indicated above or any other address of which the other party has been given written notice.

Seventh Clause

The present Agreement shall be deemed to have been construed and shall be governed by Portuguese Law.

Eighth Clause

All differences arising out of the present contract shall be definitely solved in accordance with the Regulations of the Arbitration Court at the Commercial Arbitration Centre of the Portuguese Chamber of Commerce and Industry/Lisbon Commercial Association and of the Porto Chamber of Commerce and Industry/Commercial Association, by one Arbitrator appointed in accordance with the above-mentioned Regulations. Arbitration shall take place in Lisbon.

ANA TERESA SALGADO SERRA
ADVOGADA
C.F.: 202 083 420 - C.P.: 7004
R. Antônio Bessa Leite, n.º 1430.3º Dto. - 4150-074 PORTO
Telefone 22 543 10 00 Fax 22 543 10 99

Ninth Clause

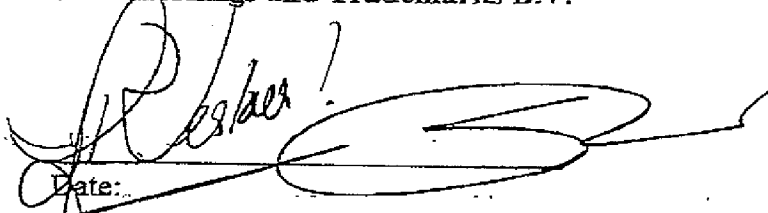
1. All clauses of this agreement are deemed to be reasonable and valid for the contracting parties. Should any of them be declared void or non-effective such declaration shall not affect the remaining clauses of this agreement.
2. The clause, which may be declared void non-effective, shall be replaced by another one as close as possible to its sense.

Tenth Clause

1. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties related thereto.
2. Any changes or modifications of the terms of this Agreement must be made in writing and signed by both parties.

This agreement was executed in duplicate in the places stated below and on the dates referred to here below and with effect as from 30 September 2004.

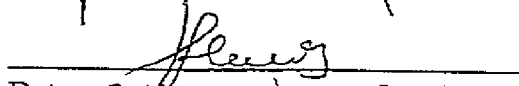
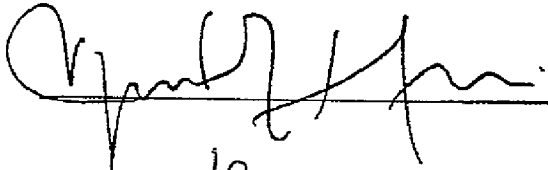
Nohi Holdings and Trademarks B.V.



Date:

Place:

Imperial - Produtos Alimentares, S.A.

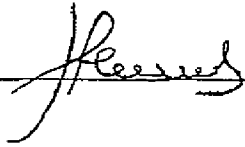


Date: 5 November 2004

Place: Porto

ANA TERESA SALGADO SERRA
ADVOCADA
C.F. 222 083 420 - C.P. 7004
R. António Bessa Leite, n.º 1430-3ª Div. - 4150-074 PORTO
Telephone 22 543 10 00
Fax 22 543 10 99

Districhoc – Distribuição de Chocolates e Afins, Lda.



Date: 5 November 2004
Place Porto





Stamp tax in the amount of 5€ (five euro) is assessed on this date and shall be paid by form under the terms of the applicable law.



SOLE ANNEX
 To the Purchase Agreement between Nohi Holding and Trademarks, BV,
 Imperial Produtos Alimentares, SA and Districhoc - Distribuição de
 Chocolates e Afins, Lda.

NATIONAL TRADEMARK NUMBER.	DESIGNATION	CLASS	Current Status
202 214	FANTASIAS DE NATAL (nom.)	30	Granted
205 293	FANTASIAS (nom.)	30	Granted
206 841	PINTAROLAS (nom.)	30	Granted
210 194	PINTAROLAS (fig.)	30	Granted
210 410	FANTASIAS DE NATAL (fig.)	30	Granted
221 082	JUBILEU (nom.)	30	Granted
221 150	PANTAGRUEL (nom.)	30	Granted
225 978	FANTASIAS (fig.)	30	Granted
226 858	Figura de chapéu de cozinheiro com colher	30	Granted
226 859	PANTAGRUEL (fig.)	30	Granted
230 647	MARUJINHO (nom.)	30	Granted
234 239	CARRERA (nom.)	30	Granted
234 240	AMICO (nom.)	30	Granted
261 426	JUBILEU (fig.)	30	Granted
265 824	PANTAGRUEL (fig.)	30	Granted
272 461	IMPERIAL (fig.)/RODELAS	30	Granted
272 467	NEW MILK (fig.)	30	Granted
295 494	JUBILEU CLASSIC (nom.)	30	Granted
295 496	JUBILEE CLASSIC (nom.)	30	Granted
303 588	CROWNVILLE (nom.)	30	Granted

NATIONAL TRADEMARK NUMBER.	DESIGNATION	CLASS	Current Status
268 950	PINTAROLAS (fig.)		
268 951	PINTAROLAS (fig.)		
268 952	PINTAROLAS (fig.)		
280 557	JUBILEU		
235 655	SUITE		

ANA TERESA SALGADO SERRA
 ADVOGADA
 C.F. 202 083 420 - C.P. 7004
 P. António Bessa Leite, n.º 1430,3º Dto.-4150-074 PORTO
 Telephone 22 543 10 00 Fax 22 543 10 99

National Trademark Number	Designation	CLASS	Current Status
207 238	ALLEGRO (nom.)	30	Granted
210 193	ALLEGRO (fig.)	30	Granted
229 613	ALLEGRO (fig.)	30	Granted
229 615	ALLEGRO (fig.)	30	Granted

COMMUNITY TRADEMARK NUMBER	DESIGNATION	CLASS INT.	CURRENT STATUS
001266238	RAINHA (nom.)	30	Granted
001577139	REGINA (fig.)	30	Granted
003450731	IMPERADOR (nom.)	30	Awaiting decision. Period for third parties eventual opposition is elapsing.

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ANA TERESA SALGADO SERRA
ADVOGADA
 C.F. 202 083 420 - C.P. 7004
 R. Antônio Bessa Leite, n.º 1430-3º Dto., -4150-074 PORTO
 Telephone 22 543 10 00 Fax 22 543 10 99

Trademark Number	Country	Designation	CLASS INT. (or equivalent)	Current Status
1061144 (register nr. 558698)	Canada	PANTAGRUEL (nom.)	30	Granted
1061145 (register nr. 560215)	Canada	PINTAROLAS (nom.)	30	Granted
1061146 (register nr. 570396)	Canada	JUBILEU MOMENTS (nom.)	30	Granted
1722716	China	FANTASIAS (nom.)	30	Granted
1722718	China	PLAZA (nom.)	30	Granted
76/108,767 (register nr. 2,781,056)	USA	ALLEGRO (nom.)	30	Granted
003003881	France	PINTAROLAS (nom.)	30	Granted
2003-60081 (register nr. 4757305)	Japan	PINTAROLAS (nom.)	30	Granted
2003-60082 (register nr. 4757306)	Japan	PANTAGRUEL (nom.)	30	Granted
2003-60083	Japan	JUBILEU (nom.)	30	Recently granted. Awaiting certificate with register number and publication for third parties eventual.

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