

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Excelline Food Products, LLC		04/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EFP Acquisition LLC		
<b>Street Address:</b>	277 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10172		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1931509	EXCELLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-467-8856		
<b>Email:</b>	behogue@vorys.com, rsdonnell@vorys.com, iplaw@vorys.com		
<b>Correspondent Name:</b>	Richard S. Donnell		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	5252-633/0769/EXCELLINE		
<b>NAME OF SUBMITTER:</b>	Richard S. Donnell		
<b>Signature:</b>	/richard s donnell/		

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**900161562**

**TRADEMARK  
 REEL: 004200 FRAME: 0980**

Date:

05/06/2010

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of April 30, 2010 by and between EXCELLINE FOOD PRODUCTS, LLC, a California limited liability company having its principal place of business at 20232 Sunburst Street Chatsworth, California 91311 (the "Assignor"), and EFP ACQUISITION LLC, a Delaware limited liability company having its principal place of business at 277 Park Avenue, New York, New York 10172 (the "Assignee").

**WHEREAS**, the Assignor is the proprietor in the United States of the trademark listed in Schedule A attached hereto (the "Trademark"); and

**WHEREAS**, the Assignor has agreed to assign the Trademark to the Assignee, and the Assignee has agreed to accept this Assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, all of the rights, title and interests of the Assignor in and to the Trademark, together with all of the goodwill of the business with which the Trademark is used or otherwise associated and with the right to recover for damages and profits and all other remedies for past infringements thereof effective as of the date hereof.

The Assignee and the Assignor covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Asset Purchase Agreement, of even date herewith, by and among the Assignor, the Assignee, Alex Lindig Grandchildren's Trust dated December 27, 1993, Garrett Joel Donahue Grandchildren's Trust dated December 27, 1993, Silvia Donahue and Alex Lindig (the "Agreement"), shall not merge into or with this Assignment, but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the periods specified in the Agreement as though set forth herein at length. The Assignee and the Assignor, by their execution of this Assignment, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Assignment and that the terms and conditions of the Agreement shall govern the transfer of the Trademark, including, without limitation, the rights of indemnification and limitations thereon as set forth in Article 10 of the Agreement.

This Assignment shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

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

[signature page to follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Trademarks to be duly executed under seal as of and on the date first written above.

**ASSIGNOR:**

EXCELLINE FOOD PRODUCTS, LLC

By:   
Name: Silvia Donahue  
Title: Manager

**ASSIGNEE:**

EFP ACQUISITION LLC

By: \_\_\_\_\_  
Name: George D. Gardner  
Title: Chief Executive Officer

{Signature Page to Assignment of Trademarks}

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Trademarks to be duly executed under seal as of and on the date first written above.

**ASSIGNOR:**

EXCELLINE FOOD PRODUCTS, LLC

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

Name: Silvia Donahue

Title: Manager

**ASSIGNEE:**

EFP ACQUISITION LLC

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

Name: George D. Gardner

Title: Chief Executive Officer

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
EXCELLINE	United States	1931509	October 31, 1995