

**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
Kosher Valley, LLC		05/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Empire Kosher Poultry, Inc.		
Street Address:	R.R. 5, Box 228		
City:	Mifflintown		
State/Country:	PENNSYLVANIA		
Postal Code:	17059		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77648116	KOSHER VALLEY	
Serial Number:	77901308	KOSHER VALLEY ALL NATURAL	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9493		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.596.9000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Erica M. Fischer		
Address Line 1:	Ropes & Gray LLP		
Address Line 2:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	BGIB-326-TIP		
NAME OF SUBMITTER:	Erica M. Fischer		
Signature:	/Erica M. Fischer/		

CH \$65.00 77648116

Date:

05/20/2010

**Total Attachments: 6**

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## EXHIBIT B

### TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of May 14, 2010 by Kasher Valley, LLC a Delaware limited liability company (the "Assignor") and Empire Kasher Poultry, Inc. a Delaware corporation (the "Assignee") (each, a "Party" and collectively, the "Parties")

WHEREAS, pursuant to the Asset Purchase Agreement between the Parties dated as of May 14, 2010 (the "Agreement"), the Assignor has assigned all right, title and interest in the Kasher Valley Assets (as defined by reference therein), including any and all trademarks and trademark applications listed on the attached Schedule A, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any past, present, or future infringement, dilution or violation of any of the Trademarks, and to collect all damages, settlements and proceeds relating to the Trademarks.
2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.
3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Trademarks.

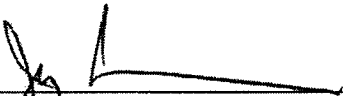
Trademark Assignment  
Assignor: Kasher Valley, LLC  
to  
Assignee: Empire Kasher Poultry, Inc.

**TRADEMARK**  
**REEL: 004209 FRAME: 0828**

IN WITNESS WHEREOF, each of the Parties has duly executed this Assignment as of the date first above written.

ASSIGNOR:

Kosher Valley, LLC,  
as Assignor

By:   
Name: Jay Lieberman  
Title: COO

ASSIGNEE:

Empire Kosher Poultry, Inc.,  
as Assignee

By: \_\_\_\_\_  
Name:  
Title:

*Signature page to Trademark Assignment*


**TRADEMARK**  
**REEL: 004209 FRAME: 0829**

IN WITNESS WHEREOF, each of the Parties has duly executed this Assignment as of the date first above written.

ASSIGNOR: Kasher Valley, LLC,  
as Assignor

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE: Empire Kasher Poultry, Inc.,  
as Assignee

By:   
Name: GREG A ROSENBAUM  
Title: CHAIRMAN AND CEO

STATE OF New York )  
 ) ss.  
COUNTY OF Suffolk )

On this 13<sup>th</sup> day of May, 2010, before me, a notary public, the undersigned officer, personally appeared Jay Lieberman, known to me (or satisfactorily proven) to be the COO of Kosher Valley LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof, I hereunto set my hand and official seal.



Signature of **CHRISTINE M. MILLER**  
**Notary Public, State of New York**  
**No. 01KU8197600**  
**Qualified in Suffolk County**  
**Commission Expires December 1, 2012**

Print or Stamp Name of Notary Public

Notary Public in and for the State of NEW YORK  
58 South Service Road, Suite 250  
residing at Melville, NY 11747

My appointment expires December 1, 2012

Acting in the County of: Suffolk


**Schedule A**

**(see attached)**

Schedule to Trademark Assignment  
Assignor: Kosher Valley, LLC  
to  
Assignee: Empire Kosher Poultry, Inc.

**TRADEMARK**  
**REEL: 004209 FRAME: 0832**

### Trademarks

Trademark	Class(es)	Goods	Application No. / Date	Registration No. / Date
KOSHER VALLEY	29	Poultry, namely, kosher chicken and turkey.	77/648,116 13 Jan 2009	3703425 27 Oct 2009
KOSHER VALLEY ALL NATURAL and Design 	29	Poultry, namely, kosher chicken and turkey.	77/901,308 28 Dec 2009	Pending