

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
A to Z Holding Company, Inc.		03/22/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	Empire Kosher Poultry, Inc.		
Street Address:	R.R. 5, Box 228		
City:	Mifflintown		
State/Country:	PENNSYLVANIA		
Postal Code:	17059		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	1966061	EMPIRE NATIONAL	
Registration Number:	2091112	EMPIRE NATIONAL KOSHER MEAT PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
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/		

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Date:

06/07/2010

**Total Attachments: 7**

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**EXHIBIT A**

**BRAND ASSIGNMENT AGREEMENT**

This Brand Assignment Agreement (the "Assignment") is made and entered into as of March 22, 2010 (the "Execution Date"), by and between A to Z Holding Company, Inc. ("A to Z") and Empire Kosher Poultry, Inc. ("Empire Kosher") (collectively, the "Parties").

**RECITALS**

WHEREAS, A to Z, Empire Kosher, and EKB Kosher Beef, LLC entered into that certain Asset Transfer and Settlement Agreement dated as of the Execution Date (the "2010 Agreement"), which is incorporated by reference herein;

WHEREAS, A to Z has engaged in commerce under the brand "Empire National," including, without limitation, all trademarks, service marks, trade names, company names, trade dress, logos, indicia of ownership, and domain names that incorporate the term "Empire" or elements thereof (the "Empire Brand"), including, without limitation, the registered trademarks and registered domain names listed on Schedule A to this Assignment (the "Registered Marks"); and

WHEREAS, pursuant to the 2010 Agreement, A to Z wishes to transfer to Empire Kosher, and Empire Kosher wishes to acquire from A to Z, all rights, title, and interests in and to the Empire Brand, including, without limitation, the Registered Marks;

THEREFORE, in consideration of the foregoing, the mutual covenants and considerations set forth herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:

1. Assignment of Rights.

A to Z hereby assigns, transfers, and sets over unto Empire Kosher (i) the entire right, title, and interest in and to the Empire Brand, (ii) the entire right, title, and interest in and to any filings, registrations, or applications for registration of any right in and to the Empire Brand, including, without limitation, the Registered Marks, (iii) all goodwill in the business symbolized by the Empire Brand, (iv) the right to sue and recover for, and the right to profits or damages due or accrued in connection with, any and all past, present, or future infringement or dilution of the Empire Brand, and (v) the entire right, title, and interest in all convention and treaty rights of all kinds, including, without limitation, all rights of priority in any country of the world, in and to the Empire Brand. A to Z warrants that: it has full ownership of the Empire Brand free and clear of liens and security interests; the Empire Brand has not been licensed to any third party; and, it has full authority to transfer the Empire Brand to Empire Kosher.

2. Further Assurances.

A to Z shall, upon reasonable request, execute and deliver to Empire Kosher any and all additional papers and materials to establish, perfect, or defend Empire Kosher's rights acquired in this Assignment, including, without limitation, executing further consistent assurances, confirmation, assignments, transfers, and releases; providing good faith testimony by affidavit, declaration, deposition, or other means; and providing samples, specimens of use, or other evidence of A to Z's use of the Empire Brand. If further assignment or transfer is deemed necessary by Empire Kosher to establish, perfect, or defend its rights acquired hereunder, A to Z hereby appoints Empire Kosher as its attorney in fact, with full power of substitution, on behalf of A to Z and for the benefit of Empire Kosher, to execute all documents, to demand and receive any and all rights in and to the Empire Brand or rights thereunder, to give receipts and releases for and in respect of rights in and to the Empire Brand, to institute and prosecute any proceedings

at law, in equity, or otherwise, and to take any other action Empire Kosher deems necessary or desirable to establish, perfect, or defend its rights acquired hereunder. A to Z stipulates and agrees that such appointment is a right coupled with an interest and shall survive the incapacity or unavailability of A to Z at any future time.

3. Transitional License.

Subject to the terms and conditions of this Section 3 above, Empire Kosher grants to A to Z a nonexclusive, royalty-free, nontransferable, non-sublicensable, license to use the Empire Brand for beef or meat products during the nine-month period following the Effective Date (as defined in the 2010 Agreement), solely (i) in the same form as A to Z has used the Empire Brand immediately prior to the Effective Date, (ii) in connection with the materially same products and services offered under the Empire Brand immediately prior to the Effective Date and only to the extent that such products and services are of no lesser quality than the products and services offered under the Empire Brand immediately prior to the Effective Date, (iii) to the extent necessary for the operation of A to Z's business as operated immediately prior to the Effective Date, (iv) for the purpose of transitioning to trademarks and service marks not containing and not confusingly similar to the Empire Brand, and (v) to the extent A to Z's use does not create a material binding obligation on Empire Kosher. A to Z agrees and acknowledges that the grant of the licenses granted in this Section 3 are subject to A to Z's obligation, immediately as of the Effective Date, to commence reasonable efforts to: (i) discontinue all uses of the Empire Brand, including, without limitation, on product inventory, product labels, and marketing and advertising material, and (ii) destroy all documents (whether in written, electronic, optical, or in other form), all electronic uses, and all other materials bearing the Empire Brand (other than business records maintained in the ordinary course of business). In addition, A to Z shall, as of

the Effective Date, discontinue all uses of the Empire Brand in or as part of any corporate name, domain name, "d/b/a," business name, or partnership name. Any and all goodwill arising from A to Z's use of the Empire Brand pursuant to this Section 3 shall inure solely to the benefit of Empire Kosher. The license granted in this Section 3 shall terminate nine months following the Effective Date, at which time A to Z shall discontinue all uses of the Empire Brand and destroy all materials, documents, and inventory bearing the Empire Brand (other than business records maintained in the ordinary course of business).

4. Severability.

If any part of this Assignment is deemed to be invalid in any court of law, the remaining provisions of this Assignment shall remain in full force and effect and may be enforced in accordance with the provisions thereof.

5. Counterparts.

The Parties agree that this Assignment may be executed in one or more counterparts, each of which shall be executed by one or more of the Parties, and such counterparts, taken collectively, will constitute one agreement. An executed signature page of this Assignment delivered by facsimile or other electronic transmission shall be effective as an original executed signature page.

6. Waiver.

No waiver of any provisions of this Assignment shall be valid unless in writing and signed by the Party against whom charged.

7. Governing Law.

This Assignment will be governed by the laws of the state of New York.

Execution Counterpart

In witness whereof, the Parties have executed this Assignment as of the Execution Date.

A to Z Holding Company, Inc.

By: [Signature]

Name: EDWARD KENBERG

Empire Kosher Poultry, Inc.

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

Name: Greg A. Rosenbaum, President and  
Chief Executive Office

Execution Counterpart

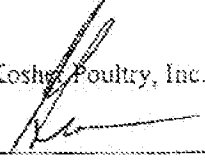
In witness whereof, the Parties have executed this Assignment as of the Execution Date.

A to Z Holding Company, Inc.

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

Name: \_\_\_\_\_

Empire Kosher Poultry, Inc.

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


Name: Greg A. Rosenbaum, President and  
Chief Executive Office



SCHEDULE A TO BRAND ASSIGNMENT AGREEMENT

REGISTERED MARKS

Trademarks

Trademark	Registration Number	Registration Date
	2091112	26-AUG-1997
EMPIRE NATIONAL	1966061	09-APR-1996

Domain Names

[www.empirenational.info](http://www.empirenational.info)