

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SF Investments, Inc.		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RMH Acquisition LLC		
Street Address:	375 Erie Avenue		
City:	Morton		
State/Country:	ILLINOIS		
Postal Code:	61550		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3143631	FLAVORÉ	
Registration Number:	3021060	FLAVORÉ	
Serial Number:	77079694	FULLY COOKED	
Serial Number:	77434180	MILANO'S ITALIAN GRILLE	
Registration Number:	3631928	OK TO FREEZE	
Registration Number:	3631927	SERVES	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8100		
Email:	cpierce@reedsmith.com, karmellino@reedsmith.com, phlipdocketing@reedsmith.com		
Correspondent Name:	Carl H. Pierce		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		

OP \$165.00 3143631

ATTORNEY DOCKET NUMBER:	06415.0063.TMUS03
NAME OF SUBMITTER:	Carl H. Pierce
Signature:	/Carl H. Pierce/
Date:	07/26/2010
Total Attachments: 9 source=RMH-SF - Assignment#page1.tif source=RMH-SF - Assignment#page2.tif source=RMH-SF - Assignment#page3.tif source=RMH-SF - Assignment#page4.tif source=RMH-SF - Assignment#page5.tif source=RMH-SF - Assignment#page6.tif source=RMH-SF - Assignment#page7.tif source=RMH-SF - Assignment#page8.tif source=RMH-SF - Assignment#page9.tif	

ASSIGNMENT AGREEMENT
BY AND BETWEEN
SF INVESTMENTS, INC.
AND
RMH ACQUISITION LLC

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into by and between SF Investments, Inc., a Delaware corporation having its principal place of business located at 103 Baynard Building, 3411 Silverside Road, Wilmington, Delaware (the "Assignor"), and RMH Acquisition LLC, an Illinois limited liability company having its principal place of business at 375 Erie Avenue, Morton, Illinois 61550 ("Assignee").

BACKGROUND

WHEREAS, Assignor owns certain trade names and trademarks, including without limitation, all common law trade names and trademarks, all registrations, all applications for registration, all pending registrations, all registration rights, all future registration rights and all goodwill associated therewith, which are more particularly identified on Exhibit A hereto (collectively, the "Marks");

WHEREAS, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Marks to Assignee;

WHEREAS, Assignee desires to acquire the Marks from Assignor; and

WHEREAS, the purpose of this Agreement is to effectuate Assignor's assignment of the Marks to Assignee (collectively, the "Assignments;" individually, an "Assignment").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee all of its right, title and interest in and to the Marks, as more particularly identified on Exhibit A attached hereto, together with all registrations, all applications for registration, all pending registrations, all registration rights, all future registration rights and all goodwill associated with each respective Mark, such assignment to be effective as of December 31, 2009. Assignee hereby accepts the Assignments, effective as of December 31, 2009, and assumes all liabilities and obligations in connection with the Marks from and after the date hereof. Assignor hereby agrees to take any further action as Assignee may deem necessary or appropriate to properly and completely effectuate the assignment, transfer and conveyance to Assignee of all right, title and interest in and to the Marks.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

2.3 All representations, warranties, covenants and other terms and conditions relating to the Marks and contained in the Asset Purchase Agreement dated as of October 28, 2009 (as amended, the "Purchase Agreement") by and between RMH Foods, LLC and Assignee are hereby incorporated herein by reference and made a part of this Agreement. Except as otherwise provided in the Purchase Agreement, the Marks are assigned hereunder "as is" without any warranties, express or implied. Assignor hereby provides notice to Assignee that as of the date of this Agreement, United States Patent and Trademark Office Trademark Application 77/079,694, FULLY COOKED & design, is subject to a pending opposition at the Trademark Trial and Appeal Board (Proceeding No. 91183597, filed April 14, 2008).

3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

3.1 Assignee is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Illinois.

3.2 Assignee has full authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite authority and will not result in a violation of any of the provisions of Assignee's limited liability company or operating agreement or any agreement to which Assignee may be a party.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Assignee pursuant to this Agreement.

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor prior to this Agreement, under any of the Marks.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing.

4.4 Any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Marks in any manner whatsoever.

6. Additional Documents. Following execution of this Agreement, at the request and expense of Assignee, and without additional consideration to Assignor, Assignor shall execute and deliver to Assignee, or any subsequent assignee, from time to time, such additional instruments of assignment, transfer and conveyance and other documents, and shall take such other actions, as Assignee may reasonably require to (a) convey and deliver the Marks to Assignee, or any subsequent assignee, (b) to perfect Assignee's title thereto and (c) give full force and effect to this Agreement.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Delaware.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in U.S. mail, registered or certified, return receipt requested, postage pre-paid, and addressed:

If to Assignor, to:

SF Investments, Inc.
103 Baynard Building
3411 Silverside Road
Wilmington, DE 19810

If to Assignee, to:

RMH Acquisition LLC
375 Erie Avenue
Morton, IL

or to such other address as either party shall designate in a notice to the other, given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit were included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations or agreements, whether written or oral.

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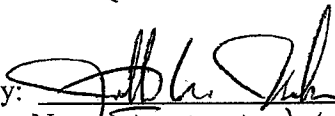
* * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of the 31st day of December, 2009.

ASSIGNOR:
SF INVESTMENTS, INC.

By: _____
Name: Charles McCarrick
Title: President

ASSIGNEE:
RMH ACQUISITION LLC

By:  _____
Name: JONATHAN W. ROCHE
Title: PRESIDENT

* * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound

hereby, have caused this Agreement to be executed as of the 31st day of December, 2009

ASSIGNOR:
SF INVESTMENTS, INC.

By: Charles McCarrick
Name: Charles McCarrick
Title: President

ASSIGNEE:
RMH ACQUISITION LLC

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
ASSIGNMENT AGREEMENT BY AND BETWEEN
SF INVESTMENTS, INC.
AND
RMH ACQUISITION LLC**

The Marks

<u>MARK</u>	<u>COUNTRY OF REGISTRATION</u>	<u>REGISTRATION/SERIAL NO.</u>
FLAVORE	US	3,143,631
FLAVORE & design	US	3,021,060
FLAVORE	Canada	TMA704308
FLAVORE & design	Canada	TMA674146
FULLY COOKED & design	US	77/079,694
MILANO'S ITALIAN GRILLE	US	SN 77/434,180 Published 3/10/09
MILANO'S ITALIAN GRILLE	Canada	SN 1,393,265
MILANO'S ITALIAN GRILLE	Mexico	MX 942,066
OK TO FREEZE & design	US	3,631,928
SERVES & design	US	3,631,927

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