

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
International Food Concepts, Inc.		03/13/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ethnic Grocery Brands LLC		
<b>Doing Business As:</b>	DBA Vitarroz		
<b>Street Address:</b>	51 Pacific Avenue		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07304		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1959772	VITARROZ	
<b>Registration Number:</b>	1934639	VITARROZ	
<b>Registration Number:</b>	0777114	VITARROZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)619-4195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127102643		
<b>Email:</b>	kwahab@wrlawfirm.com		
<b>Correspondent Name:</b>	Kaiser Wahab		
<b>Address Line 1:</b>	1115 Broadway, 12th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>ATTORNEY DOCKET NUMBER:</b>	VITARROZ		
<b>NAME OF SUBMITTER:</b>	Kaiser Wahab		

OP \$90.00 1959772

**900169704**

**TRADEMARK  
 REEL: 004262 FRAME: 0847**

Signature:	/Kaiser Wahab/
Date:	08/18/2010
Total Attachments: 3 source=Vitarroz.Trademark.Assignment.Agreement.2006#page1.tif source=Vitarroz.Trademark.Assignment.Agreement.2006#page2.tif source=Vitarroz.Trademark.Assignment.Agreement.2006#page3.tif	

## ASSIGNMENT OF MARKS

ASSIGNMENT OF MARKS, dated March 13, 2006, by and between International Food Concepts, Inc., a Delaware corporation ("IFC"), Vitarroz Corp., a New Jersey corporation ("Vitarroz NJ"), Vitarroz Corp. - N.Y., a New York corporation ("Vitarroz NY"), Vitamalt, Inc., a New Jersey Corporation ("Vitamalt"), and Ethnic Grocery Brands LLC, a New Jersey limited liability company ("EGB"). Capitalized terms used but undefined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of the date hereof, by and among EGB, Vitarroz NJ, Vitarroz Corp. - N.Y., Vitamalt, Inc. and Union Telecard Alliance, LLC (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Old Vitarroz intends to transfer to EGB substantially all of the Assets and rights constituting the Business, including all Intellectual Property related to the Business (except the Intellectual Property related to the Corona Brand);

WHEREAS, pursuant to the Purchase Agreement, Vitarroz NJ has agreed to acquire from IFC or otherwise procure for EGB, and IFC has agreed to sell or assign to Vitarroz NJ or directly to EGB, all of the Intellectual Property related to the Business (except the Intellectual Property related to the Corona Brand), including without limitation the items of Intellectual Property listed or described on the schedule annexed hereto (collectively, the "Marks");

WHEREAS, IFC is the sole owner of, has adopted and is using, has used, or is currently holding the Marks (either itself or through its operating subsidiaries Vitarroz NJ, Vitarroz NY and Vitamalt).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IFC does hereby assign unto EGB, effective on and as of the date hereof, all of its right, title and interest in, to and under the Marks, together with the goodwill of the Business in the United States and throughout the world, symbolized by the Marks, and including any trademark, registrations obtained on the Marks and any pending applications related thereto in the United States and in other countries worldwide, and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

IFC does hereby warrant and covenant unto EGB, effective on and as of the date hereof, priority of use and uninterrupted chain of title back to the original use of each of the Marks.


This assignment is the IFC Assignment of Marks referred to in the Purchase Agreement, and as such is subject, and the parties hereto are entitled, to the benefits and obligations of the indemnities, covenants and other terms and conditions of the Purchase Agreement applicable hereto. Notwithstanding the foregoing, EGB shall not be estopped from challenging the validity

of any mark, or any mark confusingly similar, applied for or subsequently applied for regarding the Marks pursuant to this Assignment of Marks or referred to in the Purchase Agreement, by (i) IFC, (ii) any of IFC's shareholders, (iii) any of the conveying parties to the Purchase Agreement, or (iv) any entity formed by a conveying party to the Purchase Agreement.

IFC, for itself, and its successors and assigns, has covenanted, and by this instrument does hereby covenant, with Old Vitarroz, EGB and their successors and assigns, that IFC, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and instruments for the better assuring, conveying and confirming unto EGB and its successors and assigns all and each of the Marks hereby assigned, transferred and conveyed which EGB and its successors and assigns may reasonably require.


Dated: March 13, 2006

INTERNATIONAL FOOD CONCEPTS, INC.


By:   
Name: Steven Weinreb  
Title: President

AGREED AND ACKNOWLEDGED:


VITARROZ CORP.

By:   
Name: Steven Weinreb  
Title: President

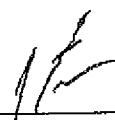
VITAMALT, INC.

By:   
Name: Steven Weinreb  
Title: President

VITARROZ CORP. - N.Y.

By:   
Name: Steve Weinreb  
Title: President

ETHNIC GROCERY BRANDS LLC

By:   
Name: Joseph Farber  
Title: Chief Executive Officer

**SCHEDULE TO ASSIGNMENT OF MARKS**

<b>JURISDICTION</b>	<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	
<b>United States</b>	VITARROZ	1,959,772	March 5, 1996	
	VITARROZ	1,934,639	November 14, 1995	
	DOUBLE LUCKY (Special Lettering)	1,457,650	September 15, 1987	
	DOUBLE LUCKY (English & Chinese)	1,424,145	January 6, 1987	
	CRISTALIN	1,408,120	September 9, 1986	
	ALINA	1,236,621	May 3, 1983	
	COOK-UP	1,182,350	December 15, 1981	
	DOUBLE LUCKY	1,145,880	January 13, 1981	
	VITARROZ & DESIGN	777,114	September 15, 1964	
	VITARROZ	655,313	December 3, 1957	
	LELOLAI	2,216,622	January 5, 1999	
	DIGA COLA	1,121,133	June 26, 1979	
	COCO TERO	1,121,132	June 26, 1979	
	VITALBA	1,049,166	September 28, 1976	
	VITARROZ REAL CHOICE	Ser. No. 75/688,272		
	VITARROZ REAL CHOICE	Ser. No. 75/446,859		
<b>Canada</b>	VITARROZ & DESIGN	TMA468294	January 7, 1997	
<b>Dominican Rep.</b>	VITARROZ	78152	July 15, 1995	
	VITARROZ	78445	July 15, 1995	
	VITARROZ	78477	July 15, 1995	
	VITARROZ	78508	July 15, 1995	
<b>European Union</b>	VITARROZ & DESIGN	179069	November 6, 1998	
<b>Puerto Rico</b>	VITARROZ	22638	April 15, 1980	

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