

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		02/08/2011	CORPORATION: CALIFORNIA
Mellace Family Brands, Inc.		02/08/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Johnvince Foods
<b>Street Address:</b>	555 Steeprock Drive
<b>City:</b>	Downsview, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M3J 2Z6
<b>Entity Type:</b>	PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3677814	SNACKTRITION
Serial Number:	77182862	SNACKTRITION
Registration Number:	2771123	MAMA MELLACE'S
Registration Number:	3025325	OLD WORLD TREATS
Registration Number:	3604598	MELLACE FAMILY BRANDS
Serial Number:	77316861	BUZZNUTZ
Registration Number:	3675998	MELLACE FAMILY BRANDS
Registration Number:	3676339	MELLACE FAMILY BRANDS

**CORRESPONDENCE DATA**

Fax Number: (714)546-9035  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (714) 641-5100  
 Email: rmarr@rutan.com, trademarks@rutan.com, scain@rutan.com, ezaskoda@rutan.com

**900188909**

**TRADEMARK**  
**REEL: 004519 FRAME: 0140**

**CH \$215.00 3677814**

Correspondent Name: Richard F. Marr  
Address Line 1: 611 Anton Boulevard  
Address Line 2: Suite 1400  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 028713.0001

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Erin R. Zaskoda

Signature: /Erin R. Zaskoda/

Date: 04/11/2011

Total Attachments: 6

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is made as of February 8, 2011, by Mellace Family Brands, Inc., a California corporation ("**Debtor**"), and Insolvency Services Group, Inc., a California corporation ("**Assignor**"), solely in its capacity as the assignee for the benefit of the creditors of Debtor, in favor of Johnvince Foods, a partnership organized under the laws of Ontario, Canada ("**Assignee**").

### RECITALS

A. Debtor is the registered owner of all right, title and interest in, to and under certain trademarks, including, without limitation, those listed on Schedule A hereto (the "**Trademarks**").

B. On February 8, 2011, prior to execution of this Assignment, Debtor assigned to Assignor all of its assets for the benefit of creditors pursuant to a General Assignment.

C. Assignor has agreed in that certain Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**") among Assignor, Assignee, Debtor and Mellace Family Brands California Inc., to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks. Terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

D. Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment to Assignee. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

- a. the Trademarks;
- b. the goodwill of the Business associated with the use of the Trademarks;
- c. all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Purchase Agreement); and
- d. all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. **Transfer.** Debtor and Assignor hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. **Further Assurances.** Debtor and Assignor covenant and agree with Assignee that Debtor and Assignor will execute and deliver to Assignee, without additional consideration, all such further instruments and take, or cause to be taken, such other actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

4. **Representations, Warranties and Indemnities.** Neither Debtor, Assignor nor Assignee make any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of Debtor, Assignor or Assignee under the indemnification provisions set forth in the Purchase Agreement.

5. **Severability.** The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

6. **Applicable Law.** This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of California applicable to contracts made in that State.

7. **Binding Effect; Benefit.** This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and permitted assignees. Nothing in this Assignment, express or implied, shall confer on any person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Assignment, including third-party beneficiary rights.

8. **Amendments.** This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

9. **Notices.** All notices hereunder shall be given as set forth in the Purchase Agreement.

10. **Headings.** The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

11. **Purchase Agreement Provisions.** This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

**DEBTOR:**

**Mellace Family Brands, Inc.**

By: Michael Mellace  
Michael Mellace, CEO

**ASSIGNOR:**

**Insolvency, Services Group, Inc.,**  
in its sole and limited capacity as assignee  
for the benefit of creditors of Mellace  
Family Brands, Inc.

By: \_\_\_\_\_  
Joel B. Weinberg, President

[Signature page to Trademark Assignment]

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in its sole and limited capacity as assignee  
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By: \_\_\_\_\_  
Joel B. Weinberg, President

[Signature page to Trademark Assignment]

**Schedule A**

**Registered Trademarks**

<b>COUNTRY</b>	<b>MARK</b>	<b>CLASS</b>	<b>SERIAL NO. FILE DATE:</b>	<b>REG. NO. ISSUE DATE</b>
U.S.	SNACKTRITION	29	77/977,593 5/16/07	3,677,814 9/1/09
U.S.	SNACKTRITION	30	77/182,862 5/16/07	
U.S.	MAMA MELLACE'S	29, 30	76/424,177 6/24/02	2,771,123 10/7/03
U.S.	OLD WORLD TREATS	29, 30	76/582,205 3/18/04	3,025,325 12/13/05
U.S.	MELLACE FAMILY BRANDS	29, 30	77/316,846 10/30/07	3,604,598 4/7/09
U.S.	BUZZNUTZ	29, 30	77/316,861 10/30/07	
U.S.	MELLACE FAMILY BRANDS and Design  	29	77/668,781 2/11/09	3,675,998 9/1/09
U.S.	MELLACE FAMILY BRANDS and Design  	30	77/675,048 2/20/09	3,676,339 9/1/09

COUNTRY	MARK	CLASS	SERIAL NO. FILE DATE:	REG. NO. ISSUE DATE
KOREA	SNACKTRITION	29, 30	2007-52393	40-0773274 12/19/08