

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
Kitchen Basics, Inc.		07/29/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	McCormick & Company, Incorporated		
Street Address:	18 Loveton Circle		
City:	Sparks		
State/Country:	MARYLAND		
Postal Code:	21152-6000		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2133368	KITCHEN BASICS	
Registration Number:	3641608	KITCHEN BASICS	
CORRESPONDENCE DATA			
Fax Number:	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-413-3000		
Email:	tmdocket@oblon.com		
Correspondent Name:	Oblon Spivak McClelland Maier & Neustadt		
Address Line 1:	1940 Duke Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	378010US56		
NAME OF SUBMITTER:	Jordan S. Weinstein		
Signature:	/jsw/		
Date:	08/02/2011		

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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 29 day of July, 2011 by Kitchen Basics Inc., an Ohio corporation with its principal place of business at 6940 S. Edgerton Road, Brecksville, Ohio 44141 ("Assignor") to McCormick & Company, Incorporated, a Maryland corporation with its principal place of business at 18 Loveton Circle, Sparks, Maryland 21152 ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A and all foreign rights throughout the world corresponding to the Transferred Trademarks;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks and all foreign rights throughout the world corresponding to the Transferred Trademarks; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director 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 Transferred 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 Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signatures appear on Next Page]

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

Dated: July 29, 2011

ASSIGNOR

Kitchen Basics Inc.

By: Paul T. Hamerly

Name: Paul Hamerly

Title: Founder & President

Dated: _____, 2011

ASSIGNEE

McCormick & Company, Incorporated

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

Dated: _____, 2011

ASSIGNOR

Kitchen Basics Inc.

By: _____

Name: _____

Title: _____

Dated: July 29, 2011

ASSIGNEE

McCormick & Company Incorporated

By: 

Name: Mark T. Timbie

Title: President North American Consumer Food

[Signature Page to Trademark Assignment]

**SCHEDULE A
TRANSFERRED TRADEMARKS**

U.S. Trademark Registrations:

Mark:	Goods:	Serial No./ Filing Date:	Regis. No./ Regis. Date:
KITCHEN BASICS	Extracts and juices of meat, poultry and seafood, combined with vegetables and seasonings, sold in liquid form for use in making soups and sauces, for flavoring foods, and for use in recipes as a substitute for other liquids (IC 29)	75/148,745 Aug. 12, 1996	2,133,368 Jan. 27, 1998
KITCHEN BASICS & Design	Extracts and juices of meat, poultry and seafood, combined with vegetables and seasonings, sold in liquid form for use in making soups and sauces, for flavoring foods, and for use in recipes as a substitute for other liquids (IC 29)	76/691,968 Aug. 8, 2008	3,641,608 June 23, 2009

Common Law Trademarks:

Mark:	Goods:	Use Date:	Media Type(s):
Real Cooking Stocks		1996	Under the logo and in advertising
Real Stock, Ready Now		1998	Advertising, marketing materials, and on coupon sell copy
Why use broth when you can now buy stock?		1998	Advertising
Dark and rich, just like homemade		2007	Advertising and packaging
Close to Homemade		1998	Advertising and packaging
An American Original		2006	Packaging
Authentic Cooking Stocks		2008	Advertising, marketing materials, and Online
The Originator of Stocks in America		2008	Advertising and marketing materials
The Innovator of Stocks in America		2008	Advertising and marketing materials
Better Health Through Better Ingredients		2009	Advertising and marketing materials

Foreign Trademark Registration:

Country:	Mark:	Goods:	Serial No./ Filing Date:	Regis. No./ Regis. Date:
CA	KITCHEN BASICS	Extracts and juices of meat, poultry and seafood, combined with vegetables and seasonings, sold in liquid form for use in making soups and sauces, for flavoring foods, and for use in recipes as a substitute for other liquids	1409856 Sept. 8, 2008	TMA777348 Sept. 16, 2010

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