

**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>
Handi-Foil Corporation		08/10/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JIF Corp.		
<b>Street Address:</b>	135 E. Hintz Road		
<b>City:</b>	Wheeling		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60090		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85308404	JIF-FOIL	
<b>Serial Number:</b>	85308384	JIF-FOIL	
<b>Serial Number:</b>	85285349	JIF CORP	
<b>Serial Number:</b>	85285346	JIF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@muchshelist.com		
<b>Correspondent Name:</b>	Adam K. Sacharoff		
<b>Address Line 1:</b>	191 N. Wacker Drive		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0000037.0008		
<b>NAME OF SUBMITTER:</b>	Adam K. Sacharoff		

**CH \$115.00 85308404**

**900199787**

**TRADEMARK  
 REEL: 004605 FRAME: 0583**

Signature:	/aks/
Date:	08/16/2011
Total Attachments: 1 source=Trademark Assignment 2#page1.tif	

Trademark Assignment

This Assignment ("Assignment") is made as of August 10, 2011 (the "Effective Date"), by Handi-Foil Corporation ("Assignor") of 135 E. Hintz Rd. Wheeling, Illinois 60090, and JIF Corp., an Illinois company having a principal place of business at 135 E. Hintz Road, Wheeling, 60090 ("Assignee").

Assignor owns the following United States Trademarks ("Trademarks"):

Application Number	Registration Number	Trademark
85308404		JIF-FOIL
85308384		JIF-FOIL
85285349		JIF CORP
85285346		JIF

Assignor now desires to transfer to Assignee all its right, title and interest in the Trademarks.

For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges:

Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the same in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.

Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute, and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title, or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.

Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns of Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements, or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

Handi-Foil Corporation

Sig: [Signature]

Print Name: Brad Saruoff

Jif Corp.

Sig: [Signature]

Print Name: Peter Peckin's