

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying party's name from "Lipari Foods Inc." to "Lipari Foods, Inc." previously recorded on Reel 004606 Frame 0286. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lipari Foods, Inc.		08/16/2011	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Lipari Foods Operating Company, LLC
<b>Street Address:</b>	26661 Bunert Road
<b>City:</b>	Warren
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48089
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	85020718	ALEX'S SNACKS & NUTS
Serial Number:	85033294	BRANDI'S BAKERY FRESHLY BAKED
Serial Number:	85243459	SEAFOOD WITH SAUCY SEAPHISTICATION
Registration Number:	3474907	MANAR MEDITERRANEAN
Registration Number:	3690984	MANAR MEDITERRANEAN AUTHENTIC TASTE OF THE MEDITERRANEAN
Registration Number:	3983859	ALEX'S NATURALS
Registration Number:	2922691	COUNTRY TRADITION
Registration Number:	3568158	THE ROMANCE OF CHEESE

**CORRESPONDENCE DATA**

Fax Number: (248)689-4071  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900200084**

**TRADEMARK  
 REEL: 004607 FRAME: 0534**

**OP \$215.00 85020718**

Phone: 248-689-3500  
Email: stevens@reising.com  
Correspondent Name: James D. Stevens  
Address Line 1: P.O. Box 4390  
Address Line 4: Troy, MICHIGAN 48099-4390

ATTORNEY DOCKET NUMBER:	9999-00000
NAME OF SUBMITTER:	James D. Stevens, Reg. No. 35,691
Signature:	/James D. Stevens/
Date:	08/18/2011

**Total Attachments: 10**

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## **TRADEMARK ASSIGNMENT**

This Assignment is entered into by and between Lipari Foods, Inc. ("LFI"), a Michigan corporation, and Lipari Foods Operating Company, LLC ("Sub"), a Delaware limited liability company.

This Assignment is entered into in conjunction with the Acquisition Contribution Agreement (the "Contribution Agreement") between LFI, Sub, Lipari Holding LLC ("Company"), a Delaware limited liability company, and Lipari Investments LLC ("Investments"), a Michigan limited liability company.

As used herein, the meaning of the term "trademark" includes marks used both on goods as well as marks used in conjunction with services (i.e., service marks).

### **RECITALS**

WHEREAS, LFI and Sub are concurrently herewith entering into the Contribution Agreement by which LFI is conveying certain of LFI's business assets to Sub;

WHEREAS, LFI has adopted, used, is using, and is the owner of (i) the trademarks listed in Schedule A of this Assignment, which are registered or pending registration with the United States Patent and Trademark Office, (ii) the unregistered trademarks listed in Schedule B of this Assignment, and (iii) any and all other unlicensed trademarks used by LFI (all such trademarks of groups (i) through (iii) being referred to herein as the "LFI Marks");

WHEREAS, LFI wishes to convey the LFI Marks and the goodwill of said marks to Sub in conjunction with LFI's conveyance of substantially all of its business assets to Sub;

NOW, THEREFORE, based on the foregoing premises and in accordance with the provisions as set forth in the Contribution Agreement, the undersigned parties hereto agree as follows:

### **1. ASSIGNMENT**

1.1 LFI hereby assigns to Sub all right, title and interest in and to the LFI Marks, including the registrations thereof and including the right to sue for damages for all past infringement occurring prior to the execution date of this Assignment, together with the goodwill associated with the marks and symbolized by the marks and registrations thereof.

### **2. REPRESENTATIONS AND WARRANTIES**

2.1 LFI represents and warrants that it owns the LFI Marks and the registrations covering the LFI Marks. LFI further represents and warrants that it has the power and authority to grant the assignment of Section 1.

2.2 Sub represents and warrants that it has the power and authority to enter into this Assignment.

### **3. TERMINATION**

3.1 This Assignment is effective upon closing of the Contribution Agreement.

**4. GENERAL**

4.1 Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.2 Submission to Jurisdiction. Each of the parties submits to the jurisdiction of the Macomb County Circuit Court and the Federal District Court for the Eastern District of Michigan, United States of America in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

4.3 Waiver and Modification. Failure by either party to enforce any provision of this Assignment will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Assignment will be effective only if in writing and signed by both parties.

4.4 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Assignment to be unenforceable, that provision of this Assignment will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Assignment will continue unmodified.

4.5 Assignment. This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. Each party agrees that it will execute any further documents requested by Sub to provide Sub with the full rights and benefits of ownership, use, and enforcement of the LFI Marks.

4.6 Entire Agreement. This Assignment and the Contribution Agreement represent the entire agreement between the parties hereto concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their undersigned, duly authorized representatives.

LIPARI FOODS, INC.  
BY [Signature]  
NAME THOMAS LIPARI  
TITLE PRES  
DATE 8-16-11

LIPARI FOODS OPERATING COMPANY, LLC  
BY [Signature]  
NAME THOMAS LIPARI  
TITLE PRES.  
DATE 8-16-11

**SCHEDULE A**

The LFI Marks that are currently registered or pending registration with the United States Patent and Trademark Office:

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Issue Date</b>
THE ROMANCE OF CHEESE	77/133,208	6-18-2007	3,568,158	1-27-2009
MANAR MEDITERRANEAN	77/208,733	6-18-2007	3,474,907	7-29-2008
MANAR MEDITERRANEAN: AN AUTHENTIC TASTE OF THE MEDITERRANEAN	77/208,757	6-18-2007	3,690,984	10-6-2009
ALEX'S NATURALS	85/020,654	4-22-2010	3,983,859	6-28-2011
ALEX'S SNACKS & NUTS	85/020,718	4-22-2010	Registration pending	
BRANDI'S BAKERY FRESHLY BAKED	85/033,294	5-7-2010	Registration pending	
SEAFOOD WITH SAUCY SEAPHISTICATION	85/243,459	2-16-2011	Registration pending	
COUNTRY TRADITION	78/260,845	6-11-2003	2,922,691	2-01-2005

**SCHEDULE B**

The LFI Marks that are unregistered include:

<b>Trademark</b>
LIPARI


ZOPPITTY

LIPARI OLD TYME

BRANDI'S
WE PUT THE CONVENIENCE IN FOOD
"C" THE DIFFERENCE!

TO: JAMES D. STEVENS COMPANY: P.O. BOX 4390

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.108/17/2011  
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<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>
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<b>RECEIVING PARTY DATA</b>			
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<b>Phone:</b>	2486893500		
<b>Email:</b>	stevens@reising.com		
<b>Correspondent Name:</b>	James D. Stevens		

CH \$215.00 85020718

TRADEMARK  
REEL: 004607 FRAME: 0540

TO: JAMES D. STEVENS COMPANY: P.O. BOX 4390

Address Line 1:	P.O. Box 4390
Address Line 4:	Troy, MICHIGAN 48099-4390
ATTORNEY DOCKET NUMBER:	7663-3000-1
NAME OF SUBMITTER:	James D. Stevens, Reg. No. 35,691
Signature:	/James D. Stevens/
Date:	08/17/2011
Total Attachments: 4 source=Trademark Assignment EXECUTED#page1.tif source=Trademark Assignment EXECUTED#page2.tif source=Trademark Assignment EXECUTED#page3.tif source=Trademark Assignment EXECUTED#page4.tif	