

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|---|----------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Assignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Estate of Jen0 F. Paulucci | | 12/14/2011 | Personal Estate: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Jeno F. Paulucci Revocable Trust | | |
| Street Address: | C/o Larry W. Nelson, Co-Trustee | | |
| Internal Address: | 201 W. First Street | | |
| City: | Sanford | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32771 | | |
| Entity Type: | TRUST: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3455853 | BUNDINOS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)492-0364 | | |
| Email: | mcarbullido@paulweiss.com, aashville@paulweiss.com | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Correspondent Name: | Mitchel R. Carbullido | | |
| Address Line 1: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 19937-001 | | |
| NAME OF SUBMITTER: | Mitchel R. Carbullido | | |
| Signature: | /Mitchel R. Carbullido/ | | |

Date:

12/27/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 14, 2011 (this "Assignment"), by the Estate of Jenò F. Paulucci a/k/a Luigino Francesco Paulucci ("Assignor"), in favor of Jenò F. Paulucci Revocable Trust, U/A/D May 1, 1997, as Amended and Restated by Thirteenth Complete Amendment to Trust Agreement of Jenò Paulucci, dated October 8, 2011 ("Assignee").

Pursuant to the Intellectual Property Assignment Agreement dated as of the date hereof (the "Assignment Agreement"), between Assignor and Assignee, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to certain intellectual property, including, without limitation, the trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Assignment Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee all of his right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world and (d) all causes of action and rights of recovery for past or future infringements of the Trademarks.

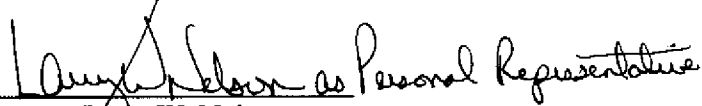
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. As further set forth in the Assignment Agreement, Assignor shall, at Assignee's reasonable request and sole cost and expense, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

[Signature page follows.]

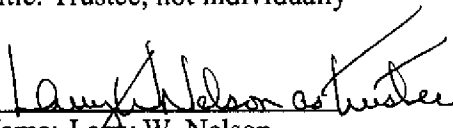
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

THE ESTATE OF JENO F. PAULUCCI
a/k/a LUIGINO FRANCESCO
PAULUCCI (Assignor)

By: 
Name: Larry W. Nelson
Title: Personal Representative of the
Estate, not individually

JENO F. PAULUCCI REVOCABLE
TRUST, U/A/D MAY 1, 1997, AS
AMENDED AND RESTATED BY
THIRTEENTH COMPLETE
AMENDMENT TO TRUST
AGREEMENT OF JENO F. PAULUCCI,
DATED OCTOBER 8, 2011 (Assignee)

By: _____
Name: David H. Simmons
Title: Trustee, not individually

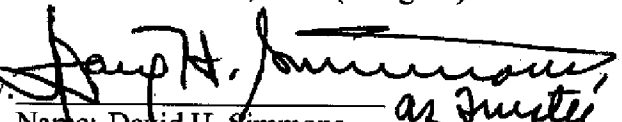
By: 
Name: Larry W. Nelson
Title: Trustee, not individually

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties and will be effective as of the Effective Time.

THE ESTATE OF JENO F. PAULUCCI
a/k/a LUIGINO FRANCESCO
PAULUCCI (Assignor)

By: _____
Name: Larry W. Nelson
Title: Personal Representative of the
Estate, not individually

JENO F. PAULUCCI REVOCABLE
TRUST, U/A/D MAY 1, 1997, AS
AMENDED AND RESTATED BY
THIRTEENTH COMPLETE
AMENDMENT TO TRUST
AGREEMENT OF JENO F. PAULUCCI,
DATED OCTOBER 8, 2011 (Assignee)

By:  _____
Name: David H. Simmons *as trustee*
Title: Trustee, not individually. *+ not individually*
12/15/11

By: _____
Name: Larry W. Nelson
Title: Trustee, not individually

Schedule 1 to Trademark Assignment

Trademarks

| Mark | Country | Serial No./ Filing Date | Reg. No./ Reg. Date |
|-------------|----------------|------------------------------------|--------------------------------|
| BUNDINOS | US Federal | 78973379 September 13, 2006 | 3455853 June 24, 2008 |
| BUNDINOS | WIPO | 78973379 September 13, 2006 | 925421 March 8, 2007 |