

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
Orion Food Systems, L.L.C.		12/27/2011	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Lettieri's, LLC
Street Address:	2930 West Maple Street
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57118-5210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3796046	BREAKFAST STACKERS
Registration Number:	3071598	BUENOS AMIGOS
Registration Number:	2556006	HANDI-BAKES
Registration Number:	2133719	HERITAGE BAKERY
Registration Number:	2915735	LETTIERI'S
Registration Number:	3568233	LETTIERI'S
Registration Number:	3606651	LETTIERI'S
Registration Number:	3606650	LETTIERI'S FOOD TO GO
Registration Number:	3606913	LETTIERI'S FOOD TO GO
Registration Number:	3606639	LETTIERI'S FOOD TO GO
Registration Number:	3606908	LETTIERI'S FOOD TO GO
Registration Number:	3881084	LETTIERI'S FOOD TO GO MARKET SELECTS
Registration Number:	2765914	STUFFED BAGUETTE
Registration Number:	3478402	STUFFED BREAD STIX

OP \$465.00 3796046

TRADEMARK

Registration Number:	3794834	TRAVELER'S CAFE
Registration Number:	3729284	TUTTO GUSTO
Registration Number:	2928391	WRAP-DOGS!
Serial Number:	85227105	PIZZA STUFFER

CORRESPONDENCE DATA

Fax Number: (612)332-9081

Phone: 6123715395

Email: rerickson@merchantgould.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Gregory C. Golla

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER: 11503.00000010

NAME OF SUBMITTER: Gregory C. Golla

Signature: /gcg/

Date: 12/28/2011

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Orion Food Systems, L.L.C., a limited liability company organized under the laws of the state of South Dakota ("**Assignor**"), for good and valuable consideration paid by **Lettieri's, LLC**, a Delaware limited liability company ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of its right, title and interest in and to any and all of the intellectual property assets that it may have that are part of the Assets, as such term is defined in the Contribution Agreement entered into on December 31, 2011 to be effective as of 12:01 a.m. Central time on January 1, 2012 by and among Assignor and Assignee, together with the goodwill associated with the use of such Intellectual Property (as that term is defined in Contribution Agreement) with Assignor's business, including, without limitation all Proprietary Rights (as defined below) owned by Assignor or to which Assignor has access, right of use, or right of control, wherein Intellectual Property shall include with respect to the Acquired Assets all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on **Schedule 1** attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "**Know-How**" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "**Documentation**" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; "**Code**" shall mean computer programming code, and shall include both Object Code and Source Code; "**Object Code**" shall mean the machine executable form of the Code; "**Source Code**" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "**Software**" shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and

lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems reasonably necessary to vest the Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (c) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

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IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ORION FOOD SYSTEMS, L.L.C.

By Steve Watkins
Its CFO

State of South Dakota)
) ss.
County of Minnehaha

On Dec. 27, 2011, before me, Lisa Steinhouse, Notary Public, personally appeared Steve Watkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Steinhouse
Signature

(Seal)

LISA STEINHOUSE
Notary Public, Minnehaha County, South Dakota
My Commission Expires September 7, 2013


[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS –
LETTIERI'S]

ACCEPTED this _____.

ASSIGNEE:

LETTIERI'S, LLC, a Delaware limited liability company

By: **ORION FOOD SYSTEMS, L.L.C.**, a South Dakota limited liability company

By: 
Name: STEVE WATKINS
Title: CFO

Its: Manager

State of South Dakota)
) ss.
County of Minnehaha)

On Dec. 27, 2011, before me, Lisa Steinhouse, Notary Public, personally appeared Steve Watkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

LISA STEINHOUSE
Notary Public, Minnehaha County, South Dakota
My Commission Expires September 7, 2013

[SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS --
LETTIERI'S]

**SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

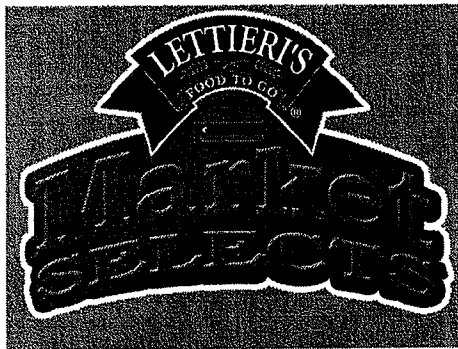
PATENTS

None.

TRADEMARKS

United States

Mark Name	Design	Cur. App. #	Cur. App. Date	Cur. Reg. #	Cur. Reg. Date	T	Status	Renews	Class #
BREAKFAST STACKERS	Words Only	77/237046	07/24/2007	3796046	06/01/2010	®	Registered	06/01/2016	30
BUENOS AMIGOS	Words Only	76/613384	09/27/2004	3071598	03/21/2006	®	Registered	03/21/2016	30
HANDI-BAKES	Words Only	76/303821	08/23/2001	2556006	04/02/2002	®	Registered	04/02/2012	30
HERITAGE BAKERY	Words Only	75/045035	01/05/1996	2133719	02/03/1998	®	Registered	02/03/2018	30
LETTIERI'S	Words Only	76/541270	08/19/2003	2915735	01/04/2005	®	Registered	01/04/2015	30
LETTIERI'S	Words Only	77/203111	06/11/2007	3568233	01/27/2009	®	Registered	01/27/2019	43
LETTIERI'S (AND DESIGN)	See below	77/203130	06/11/2007	3606651	04/14/2009	®	Registered	04/14/2019	43
LETTIERI'S FOOD TO GO	Words Only	77/203120	06/11/2007	3606650	04/14/2009	®	Registered	04/14/2019	43
LETTIERI'S FOOD TO GO	Words Only	77/311771	10/24/2007	3606913	04/14/2009	®	Registered	04/14/2019	30
LETTIERI'S FOOD TO GO (AND DESIGN)	See below	77/196504	06/06/2007	3606639	04/14/2009	®	Registered	04/14/2019	43
LETTIERI'S FOOD TO GO (AND DESIGN)	See below	77/309980	10/22/2007	3606908	04/14/2009	®	Registered	04/14/2019	30
LETTIERI'S FOOD TO GO MARKET SELECTS (AND DESIGN)	See below	77/796897	08/04/2009	3881084	11/23/2010	®	Registered	11/23/2020	30
PIZZA STUFFERS	Words Only	85227105	01/28/2011			™	Pending		30
STUFFED BAGUETTE	Words Only	76/439041	08/09/2002	2765914	09/16/2003	®	Registered	09/16/2013	30
STUFFED BREAD STIX	Words Only	77/262491	08/23/2007	3478402	07/29/2008	®	Registered	07/29/2018	30
TRAVELLER'S CAFE	Words Only	77/771310	06/30/2009	3794834	05/25/2010	®	Registered	05/25/2020	30
TUTTO GUSTO	Words Only	77/469406	05/08/2008	3729284	12/22/2009	®	Registered	12/22/2014	30
WRAP-DOGS!	Words Only	76/566732	12/15/2003	2928391	02/22/2005	®	Registered	02/22/2015	30
Total		18							



Canada

Mark Name	Our App. #	Our App. Date	Our Reg. #	Our Reg. Date	T	Status	Docket #	Class #
LETTIERI'S	1336523	02/22/2007	763590	04/08/2010	®	Registered	11503.230CA01	30
LETTIERI'S ITALIANO TUTTO GUSTO (AND DESIGN)	866126	02/03/1998	TMA519542	11/17/1999	®	Registered	11503.0260CA01	30

COPYRIGHTS

None.

DOMAIN NAMES

Lettieris.com

Schedule 1-1

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RECORDED: 12/28/2011

TRADEMARK
REEL: 004688 FRAME: 0291