

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
Remigio, S. de R.L. de C.V.		10/03/2011	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Castelnuovo, S.A.de C.V.		
Street Address:	Avenida Desierto de los Leones No. 52		
Internal Address:	Subancla 1, Colonia San Angel		
City:	Delegacion Alvaro Obregon		
State/Country:	MEXICO		
Postal Code:	C.P. 01000		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1795411	ITALIANNI'S	
Registration Number:	2242308	ITALIANNI'S	
Registration Number:	2413327	ITALIANNI'S PASTA PIZZA & VINO	
CORRESPONDENCE DATA			
Fax Number:	(757)628-5566		
Phone:	(757)628-5582		
Email:	ip@wilsav.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:	Timothy J. Lockhart		
Address Line 1:	440 Monticello Avenue, Suite 2200		
Address Line 2:	Attn.: IP Administrator		
Address Line 4:	Norfolk, VIRGINIA 23510-2243		
ATTORNEY DOCKET NUMBER:	89901.017		

OP \$90.00 1795411

DOMESTIC REPRESENTATIVE

Name: Timothy J. Lockhart
Address Line 1: 440 Monticello Avenue, Suite 2200
Address Line 2: Attn.: IP Administrator
Address Line 4: Norfolk, VIRGINIA 23510-2243

NAME OF SUBMITTER:	Timothy J. Lockhart
Signature:	/Timothy J. Lockhart/
Date:	02/03/2012

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is entered into this 3th day of October, 2011, by and between Remigio, S. de R.L. de C.V., a Mexico Company ("Assignor"), and Castelnuovo, S.A. de C.V., a Mexico company ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto including the goodwill of the business related thereto (collectively, the "Trademarks");

WHEREAS, Assignor has the right and authority to transfer all of its right, title and interest in and to the Trademarks;

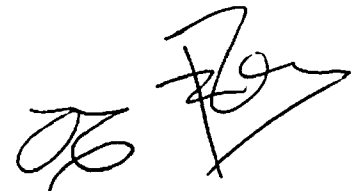
WHEREAS, Assignor wishes to assign and transfer to the Assignee, and Assignee wishes to receive and acquire from the Assignor, all of the Assignor's rights, title, and interest in and to the Trademarks, and the goodwill associated therewith; and

WHEREAS, the parties, intending to be legally bound, agree as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, free and clear of all liens, liabilities, claims, interests, and encumbrances, all of Assignor's right, title and interest in and to the Trademarks, together with all the goodwill associated with the Trademarks and goodwill of Assignor's business in connection with which the Trademarks have been used, any registrations and applications for the Trademarks and the files related thereto, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of the Trademarks.

Assignor covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks.

This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the parties. A waiver of any term, condition or provision in this Assignment by either party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.



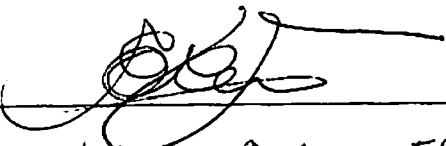
If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Assignment may be executed in any number of counterparts, each of which, when executed shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

Remigio S. de R.L. de C.V.


By: 

Printed: Victor E. Cadouza Flores

Title: President.

ASSIGNEE

Castelnuovo, S.A. de C.V.

By: 

Printed: Maria Raquel Ortiz Oropeza

Title: Legal Representative.

SCHEDULE A

MARK	COUNTRY	REGISTRATION NUMBER
ITALIANNI'S	United States	1,795,411
ITALIANNI'S & Design	United States	2,242,308
ITALIANNI'S PASTA PIZZA & VINO & Design	United States	2,413,327

