

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
Appetizers And, Inc.		04/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Progressive Gourmet, Inc.		
Street Address:	330 Ballardvale Street		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3417267	APPETIZERS AND, INC.	
Registration Number:	3408556	APPETIZERS AND, INC.	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617.345.3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Deborah J. Peckham		
Address Line 1:	Burns & Levinson LLP		
Address Line 2:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	44580.1		
NAME OF SUBMITTER:	Deborah J Peckham		
Signature:	/Deborah J Peckham/		

CH \$65.00 3417267

TRADEMARK

Date:

05/02/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) effective as of April 27, 2012 (the “**Effective Date**”), is by Appetizers And, Inc., a Delaware corporation (“**Assignor**”), to Progressive Gourmet, Inc., a Massachusetts corporation (the “**Assignee**”).

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 20, 2012, by and among Assignor, Assignee and such other parties identified therein (the “**Purchase Agreement**”), pursuant to which Assignee will purchase the Acquired Assets and assume the Assumed Liabilities, all as more particularly described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. DEFINED TERMS

All capitalized terms used but not defined herein and defined in the Purchase Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property Rights. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Intellectual Property of Assignor, other than the domain names of Assignor (the “**Assigned Intellectual Property**”), together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof, any and all corresponding rights and goodwill associated with the foregoing that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Assigned Intellectual Property. The Assigned Intellectual Property, includes, but is not limited to, the trademarks set forth on Schedule 1 hereto but excludes the domain names of Assignor, which have been assigned to Assignee pursuant to that certain Domain Name Assignment between the parties hereto dated as of the Effective Date.

2.2 Further Assurances. Assignor shall, upon the reasonable request of Assignee, consistent with Section 10.4 of the Purchase Agreement, provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned

herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Intellectual Property and this Agreement; and (iii) obtaining any trademark protection relating to rights assigned herein that Assignee may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States or in any other country. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee.

3. GENERAL PROVISIONS

3.1 Terms of Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, (a) Assignors' representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property, and (b) jurisdiction are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.2 Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by all the parties herein.

3.3 Governing Law. ALL RIGHTS, REMEDIES, LIABILITIES, POWERS AND DUTIES OF EACH OF THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

3.4 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, portable document format or other electronic means shall be deemed to be their original signatures for all purposes.

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IN WITNESS WHEREOF, Assignor and Assignee have entered into this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

APPETIZERS AND, INC.

By LTW

Name: Lucas T. Cutler

Title: Vice President, Secretary and Treasurer

ASSIGNEE:

PROGRESSIVE GOURMET, INC.

By _____

Name: Christian R. Collias

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

APPETIZERS AND, INC.

By _____

Name: Lucas T. Cutler

Title: Vice President, Secretary and Treasurer

ASSIGNEE:

PROGRESSIVE GOURMET, INC.

By  _____


Name: Christian R. Collias

Title: Chief Executive Officer

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Schedule 1

Trademarks

Mark	Jurisdiction	Registration No.	Registration Date
APPETIZERS AND, INC.	United States	3,417,267	April 29, 2008
	United States	3,408,556	April 8, 2008

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT