

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
Joel Weinberg, Court Appointed Receiver for Cantare Foods, Inc.		05/14/2012	Receiver:

**RECEIVING PARTY DATA**

Name:	Goral Consulting, Inc.
Street Address:	4653 Camel Mountain Road #308-124
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3222869	TUTTO LATTE
Registration Number:	3403895	BRIOCHETTE
Registration Number:	3183260	MEDAGLIONE FRESCA
Registration Number:	3153743	MEDAGLIONE
Serial Number:	78466088	BURRATA
Registration Number:	3062493	BURRICOTTA
Registration Number:	3036645	GUSTOLAT
Registration Number:	3012928	FIORELLA
Registration Number:	3467565	CANTARE
Serial Number:	77086002	BAMBINO BITES
Registration Number:	3509160	JULIENNE'S
Serial Number:	75879839	SANTA FE TORTA
Serial Number:	75772111	MILLENNIUM BAKED BRIE
Registration Number:	2344886	BAKED BRIE EN CROUTE

**TRADEMARK**

Registration Number:	2101928	ENCHANTE
Registration Number:	1989913	CREME SUPREME
Serial Number:	74649837	TORTA
Registration Number:	2413328	CALIFORNIA TORTA
Registration Number:	1977837	CHEVRE CHAUD
Registration Number:	1965891	CANTARE FRITTATA
Serial Number:	74377104	BRIE EN CROUTE
Registration Number:	1922762	PRELUDE
Registration Number:	1899441	CANTARE

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** kcline@swsslaw.com  
**Correspondent Name:** Michael D. Breslauer  
**Address Line 1:** 401 B Street, Suite 1200  
**Address Line 4:** San Diego, CALIFORNIA 92101

<b>ATTORNEY DOCKET NUMBER:</b>	60484-002
<b>NAME OF SUBMITTER:</b>	Michael D. Breslauer
<b>Signature:</b>	/Michael D. Breslauer/
<b>Date:</b>	06/04/2012

**Total Attachments: 6**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of May 14, 2012, is made by JOEL B. WEINBERG, solely in his capacity as court-appointed receiver for Cantare Foods, Inc. pursuant to the Order Appointing Receiver dated March 29, 2011 (the "Order") and the Stipulation Confirming Appointment of Receiver dated April 28, 2011 in the litigation commonly known as *Comerica Bank v. Cantare Foods, Inc.*, San Diego Superior Court Case No. 37-2011-00088186 ("Receiver"), in favor of GORAL CONSULTING, INC., a California corporation ("Purchaser"), the purchaser of certain assets of Receiver pursuant to a Purchase Agreement between Receiver and Purchaser, dated as of May 14, 2012 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Receiver has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property that is part of the Receivership Property (as defined in the Order), and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Receiver hereby irrevocably conveys, transfers and assigns to Purchaser all of Cantare Foods, Inc.'s, a Nevada corporation, right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

1.1. the trademark registrations and trademark applications set forth on attached Schedule 1 and all issuances, extensions and renewals thereof;

1.2. all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.3. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Receiver authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Purchaser.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Assigned Trademarks are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of California, irrespective of California's choice-of-law principles.

RECEIVER:

JOEL B. WEINBERG, Court-Appointed  
Receiver for Cantare Foods, Inc.,

  
\_\_\_\_\_  
Joel B. Weinberg, Court-Appointed Receiver  
for Cantare Foods, Inc.

PURCHASER:

GORAL CONSULTING, INC., a California  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

2. Recordation and Further Actions. Receiver authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Purchaser.

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RECEIVER:

JOEL B. WEINBERG, Court-Appointed  
Receiver for Cantare Foods, Inc.,

\_\_\_\_\_  
Joel B. Weinberg, Court-Appointed Receiver  
for Cantare Foods, Inc.

PURCHASER:

GORAL CONSULTING, INC., a California  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Olivier Fischer-Morelle  
CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
78899412	3222869	TUTTO LATTE
78797455	3403895	BRIOCHETTE
78741009	3183260	MEDAGLIONE FRESCA
78740963	3153743	MEDAGLIONE
78466088		BURRATA
78466084	3062493	BURRICOTTA
78364707	3036645	GUSTOLAT
78320521	3012928	IORELLA
77341459	3467565	CANTARE
77086002		BAMBINO BITES
77013616	3509160	JULIENNE'S
75879839		SANTA FE TORTA
75772111		MILLENNIUM BAKED BRIE
75590385	2344886	BAKED BRIE EN CROUTE
74704442	2101928	ENCHANTE
74704441	1989913	CREME SUPREME
74649837		TORTA
74649835	2413328	CALIFORNIA TORTA
74605850	1977837	CHEVRE CHAUD
74383712	1965891	CANTARE FRITTATA
74377104		BRIE EN CROUTE
74344813	1922762	PRELUDE
74344812	1899441	CANTARE