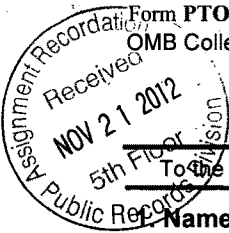


11/21/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)



REC
103651855

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ORC Foods, Inc. (aka The Original Rangoon Company, Inc.)

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 8/5/2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Craig R. Jalbert

Street Address: 124 Washington Street, St 101

City: Foxboro

State: Massachusetts

Country: U.S. Zip: 02035

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other trustee Citizenship U.S.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

N/A

B. Trademark Registration No.(s)

U.S. Reg. No. 3,868,441

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sheri S. Mason

Internal Address: Morse Barnes-Brown Pendleton
4th Floor

Street Address: 230 Third Avenue

City: Waltham

State: Massachusetts Zip: 02451

Phone Number: 781 622 5930

Docket Number:

Email Address: trademark@mbbp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/27/2012 TLEE11 00000001 503655 3868441
 01 FC:6521
 Deposit Account Number 503655
 Authorized User Name Sheri S. Mason

9. Signature:

Signature

11/19/2012
Date

Sheri S. Mason

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004912 FRAME: 0992

Trademark Recordation
U.S. Reg. No. 3,868,441

1. Name of conveying party(ies):

The Original Rangoon Manufacturing Co. Inc., a Massachusetts Corporation

G2 Food Brands, LLC, a Massachusetts limited liability company

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is by and between ORC Foods, Inc., a Massachusetts corporation formerly known as The Original Rangoon Company, Inc., The Original Rangoon Manufacturing Co., Inc., a Massachusetts corporation, and G2 Food Brands, LLC, a Massachusetts limited liability company (collectively, the "Assignors") and Craig R. Jalbert ("Assignee"), in his capacity as trustee and assignee under the Trust Agreement and Assignment for the Benefit of Creditors dated and effective August 5, 2011 (the "ABC Agreement").

WHEREAS, Assignors own a certain trademark registration, and associated goodwill, as more specifically identified on Exhibit A (the "Trademark"); and

WHEREAS, Assignors and Assignee have entered into the certain ABC Agreement by and between the Assignors and Assignee, assigning, among other things, all right, title and interest in and to the Trademark and in and to the registrations and/or applications for same from Assignors to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby confirm that it did on August 5, 2011 grant, transfer, sell, assign, and convey to Assignee, and its successors and assigns, its entire right, title and interest in the Trademark, together with the goodwill symbolized by the Trademark, and the entire right, title and interest in and to any and all claims, demands, causes of action or the like Assignors may have, either at law or in equity, arising out of any actual or alleged past, present or future infringement of the Trademark.

Assignors further agree that Assignors will, without demanding any further consideration therefore, at the request but at expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments that may be or become necessary for obtaining, sustaining, or renewing the Trademark, and for maintaining and perfecting the Assignee's right to the Trademark.

This Agreement is effective as of August 5, 2011.

In WITNESS WHEREOF, the Assignors have caused this Agreement to be signed and delivered by their duly authorized officers, effective as of the date indicated.

ORC FOODS, INC

By: Gregory Bukuras
Gregory Bukuras
Title: Chairman
Date: 8/5/2011

THE ORIGINAL RANGOON
MANUFACTURING CO., INC

By: Gregory Bukuras
Gregory Bukuras
Title: Chairman
Date: 8/5/2011

G2 FOOD BRANDS, LLC

By: Gregory Bukuras
Gregory Bukuras
Title: Sole Manager
Date: 8/5/2011

EXHIBIT A

U.S. Registration No.

3,868,441

Mark

THE FALAFEL REPUBLIC