

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
Paisanos Pasta, LLC		11/02/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Andoni, Inc.		
Street Address:	5900 Fort Drive		
Internal Address:	Suite 201		
City:	Centreville		
State/Country:	VIRGINIA		
Postal Code:	20121		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3553382	PAISANOS PASTA	
CORRESPONDENCE DATA			
Fax Number:	7034867000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-486-1000		
Email:	efile@4patent.com		
Correspondent Name:	Richard C. Litman, Litman Law Offices		
Address Line 1:	8955 Center Street		
Address Line 4:	Manassas, VIRGINIA 20110		
ATTORNEY DOCKET NUMBER:	32395.02		
NAME OF SUBMITTER:	Walter E. Kubitz		
Signature:	/Walter E. Kubitz/		

OP \$40.00 3553382

Date:

12/31/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (hereinafter "Assignment") is made by PAISANOS PASTA, LLC, a California limited liability company formerly of 7029 N. Ingram, Suite 108, Fresno, CA 93711 but now of 753 E. Barstow, Fresno, CA 93710 (hereinafter "Assignor").

This Assignment is made to ANDONI, INC., a Virginia corporation of 5900 Fort Drive, Suite 201, Centreville, VA 20121 (hereinafter "Assignee").

This Assignment is made with reference to the following facts:

A. Assignor has adopted and used in commerce a certain trademark or service mark as shown in U.S. Trademark or Service Mark Registration No. 3,553,382 issued on or about December 30, 2008 on the Principal Register for the mark "PAISANOS PASTA (& design)" (hereinafter "Trademark"), and is the registrant and present owner of the said Trademark.

B. Assignor has developed and/or caused to be developed the Trademark into a valuable asset that symbolizes and embodies substantial goodwill and consumer recognition in the marketplace.

C. Assignor wishes to sell and transfer to Assignee, and Assignee wishes to receive from Assignor, the entirety of Assignor's right, title and interest in and to the Trademark and all goodwill and consumer recognition related thereto.

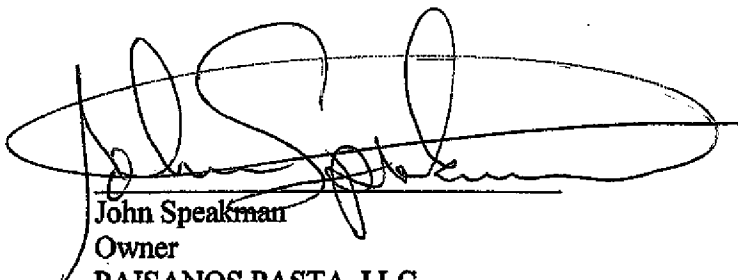
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged, Assignor does hereby and herewith assign, transfer, sell and convey to Assignee all right, title, and interest in and to the Trademark, together with the aforesaid U.S. Trademark or Service Mark Registration No. 3,553,382 therefor, together with all goodwill and consumer recognition symbolized by and embodied in all and any of the foregoing, all to be held and enjoyed by Assignee (and by Assignee's successors, assigns, and legal representatives) to the end of the term or terms for which the Trademark is granted and all and any renewals thereof, all as fully and entirely as same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and profits by reason of past infringement of the Trademark, with the right to sue for and collect same for Assignee's own use (and for the use of Assignee's successors, assigns, and legal representatives).

Assignor covenants and agrees that Assignor, on request, and at Assignee's own sole cost and expense, will execute and deliver to Assignee any and all documents and papers as may be necessary to perfect in Assignee the interests herein conveyed, and further covenants and agrees

that Assignor, on request, and at Assignee's own sole cost and expense, will communicate and cooperate with Assignee to the extent necessary for Assignee to have and enjoy to the fullest extent the interests herein-conveyed.

IN WITNESS WHEREOF and intending to be legally bound, said Assignor, by its undersigned duly authorized representative, has hereunto set its hand as noted below:

Date: November 2nd, 2012



John Speakman
Owner
PAISANOS PASTA, LLC
(a California limited liability company)
Assignor