

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
Gourmet Bakery, Inc.		04/01/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sugar Foods Corporation		
Street Address:	950 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3374855	MUSO'S MADE TODAY IN AN OLD-FASHIONED I	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipmail@ggfirm.com, jsaivar@ggfirm.com		
Correspondent Name:	Jesse J. Saivar		
Address Line 1:	1900 Avenue of the Stars, 21st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	82075-00011		
NAME OF SUBMITTER:	Jesse Saivar		
Signature:	/Jesse Saivar/		
Date:	09/13/2013		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 1, 2013 (the "Effective Date") by and between Gourmet Bakery, Inc., a California corporation ("Assignor") and Sugar Foods Corporation, a New York corporation ("Assignee").

WHEREAS, concurrently with the execution hereof, Assignor and Assignee are entering into that certain Asset Purchase Agreement (the "Agreement"), pursuant to which Assignor is agreeing to sell and assign, and Assignee is agreeing to purchase and acquire, the Acquired Assets (as defined in the Agreement); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in and to certain registered trademarks included in the Acquired Assets described on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers, and relinquishes to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill associated therewith, and all applications and/or registrations therefor, including all of Assignor's rights to sue and recover for damages arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill, free and clear of all Encumbrances (as defined in the Agreement).

Assignor hereby agrees to execute upon the request of Assignee such additional instruments or documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Assignment in and to the Trademarks, including all instruments and documents necessary to record in the name of the Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or the corresponding entity in any other country.

This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California. This Assignment may be executed in one or more counterparts, and signature pages may be transmitted by facsimile, e-mail or other electronic means, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

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

ASSIGNOR

GOURMET BAKERY, INC.,
a California corporation

By: Irene Musso

Name: IRENE MUSSO

Title: PRESIDENT

ASSIGNEE

SUGAR FOODS CORPORATION,
a New York corporation

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment]

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

ASSIGNOR

GOURMET BAKERY, INC.,
a California corporation

By: _____

Name: _____

Title: _____

ASSIGNEE

SUGAR FOODS CORPORATION,
a New York corporation

By: James P. Walsh

Name: James P. Walsh

Title: Chief Operating Officer


[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 005111 FRAME: 0636

SCHEDULE A

TRADEMARKS

Mark	Serial No.	Reg. Number	Reg. Date	Goods/Services
 <p>MUSO's ...made today in an old-fashioned Italian way</p>	77/020,505	3,374,855	January 29, 2008	IC-30: Bakery goods, namely, cookies, breads and pizzas, croutons and garlic toast