

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROF Ferrari Lending 1, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGF Parent LLC		
<b>Street Address:</b>	P.O. Box 26150		
<b>Internal Address:</b>	c/o Murano Group, LLC		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94126		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2451496	A.F.G. ESTD 1919 A.G. FERRARI FOODS LA Q	
<b>Registration Number:</b>	2468187	A.F.G. ESTD. 1919 BORGIO TARO, ITALIA LA	
<b>Registration Number:</b>	2435553	A. G. FERRARI FOODS ESTD. 1919 A. F G. L	
<b>Registration Number:</b>	2838895	A.G. FERRARI FOODS	
<b>Registration Number:</b>	2464129	A.G. FERRARI FOODS	
<b>Registration Number:</b>	2559121	A.G. FERRARI FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	TMDocket@mofa.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Morrison & Foerster, LLC		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	65398-6002.000 - 6005.002		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		

CH \$165.00 2451496

<b>SIGNATURE:</b>	/JLT/
<b>DATE SIGNED:</b>	05/01/2014
<b>Total Attachments: 6</b> source=2013.07.01 - Intellectual Property Assignment#page1.tif source=2013.07.01 - Intellectual Property Assignment#page2.tif source=2013.07.01 - Intellectual Property Assignment#page3.tif source=2013.07.01 - Intellectual Property Assignment#page4.tif source=2013.07.01 - Intellectual Property Assignment#page5.tif source=2013.07.01 - Intellectual Property Assignment#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is entered into as of July 1, 2013 by and between ROF Ferrari Lending 1, LLC, a Delaware limited liability company ("Seller" and "Assignor"), and AGF Parent LLC, a Delaware limited liability company ("Buyer" and "Assignee"). Capitalized terms used herein but not defined in this IP Assignment shall have the meanings given to them in the Purchase Agreement (as such term is defined below).

### RECITALS

**WHEREAS**, Assignor is the owner of the trademarks and domain names set forth on Schedule 1 attached hereto (collectively, the "Transferred Intellectual Property"), which constitute part of the Purchased Assets under the Asset Purchase Agreement between the parties, entered into as of the date hereof ("Purchase Agreement"); and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement and for the Purchase Price set forth therein, Assignor desires to assign and transfer all of its right, title and interest in, to and under the Transferred Intellectual Property to Assignee, and Assignee desires to accept such assignment and transfer, subject to the terms and conditions set forth in the Purchase Agreement.

### 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 hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Assignee, its successors and assigns, Assignor's entire right, title and interest throughout the world in, to and under the Transferred Intellectual Property (including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights in the Transferred Intellectual Property that may now or hereafter be vested), together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals, and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Transferred Intellectual Property; and to settle and retain proceeds from any such actions).

2. Further Actions. Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, in the reasonable opinion of Assignee, to register a copyright or trademark, obtain a patent or otherwise enforce Assignee's rights in the Transferred Intellectual Property, in each case at Assignee's sole cost and expense. Assignor hereby appoints

Assignee as Assignor's attorney-in-fact in the event Assignor does not or cannot promptly perform the foregoing obligations, and only for such purposes.

3. Assumption. Buyer hereby accepts this assignment and expressly assumes all of Seller's interest in the Transferred Intellectual Property, and Buyer hereby irrevocably assumes and undertakes to pay, perform and discharge in due course all liabilities to the extent arising on or after the date hereof with respect to the Transferred Intellectual Property.

4. Successors and Assigns. Assignor shall not assign, or suffer or permit an assignment of (by operation of law or otherwise), its rights or obligations under or interest in this IP Assignment without the prior written consent of Assignee. Subject to the foregoing, this IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Assignee may assign, transfer, delegate, or otherwise dispose of, by operation of law or otherwise, this IP Assignment and any of its rights or obligations under this IP Assignment.

5. Governing Law; Submission to Jurisdiction. This IP Assignment is to be construed in accordance with and governed by the internal laws of the State of California. The parties agree that any action, suit or Proceeding to enforce or defend any party's performance under this IP Assignment shall be commenced in the applicable state or federal courts located in San Francisco County, and each party irrevocably submits to the jurisdiction of this forum and waives the defense of an inconvenient forum to the maintenance of any such action, suit or Proceeding in such forum and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or Proceeding in such forum.

6. Conflict. To the extent the provisions of this IP Assignment conflict with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

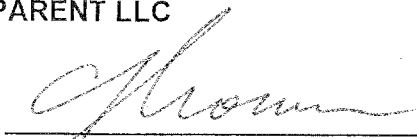
7. Counterparts. This IP Assignment may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment as of the date first set forth above.

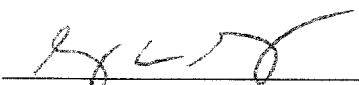
**AGF PARENT LLC**

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

  
Name: Clifford Jay Thomson  
Title: Authorized Person

**ROF FERRARI LENDING 1, LLC**

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

  
Name: Gary Barrett  
Title: Chief Operating Officer


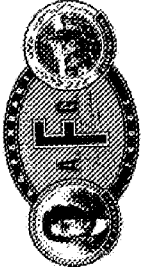

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

**TRADEMARK**  
**REEL: 005272 FRAME: 0541**

**SCHEDULE 1**

**TRANSFERRED INTELLECTUAL PROPERTY**

The following registered U.S. trademarks:

Title/Mark	TM Image	Country	Application No.	Application Date	Registration No.	Registration Date	Goods/Services	Status
A. G. FERRARI FOODS ESTD. 1919 A. F. G. LA QUALITA NON HA TEMPO BORGIO TARO, ITALIA and Design		United States	75/565,329	Oct-05-1998	2,468,187	Jul-10-2001	Class 30: Food products, namely, bakery goods, biscuits, bread, bread sticks, cakes, macaroni salads, rice salads, mayonnaise, noodles, pasta, pasta salads, pasta sauces, pastries, pizza, ravioli, rice, rice salads, rolls, salad dressings, tomato sauce, and vinegar, pre-prepared entrees consisting primarily of pasta and/or rice	Registered
A. G. FERRARI FOODS ESTD. 1919 A. F. G. LA QUALITA NON HA TEMPO BORGIO TARO, ITALIA and Design		United States	75/426,698	Jan-30-1998	2,435,553	Mar-13-2001	Class 42: Delicatessen services	Registered
A.F.G. ESTD 1919 A.G. FERRARI FOODS LA QUALITA NON HA TEMPO BORGIO TARO, ITALIA and Design		United States	75/564,780	Oct-05-1998	2,451,496	May-15-2001	Class 29: Food products, namely, olive oil, cheeses, cheese and cracker combinations, cheese spread, chicken, coleslaw, cranberry sauce, dips, luncheon meats, salad oil, soups, tuna fish, and processed vegetables; salads except macaroni, rice, and pasta salad; pre-prepared entrees consisting primarily of meat, poultry, and/or vegetables	Registered

14661.003 2456573v3

Schedule 1-1

sf-3301169

Title/Mark	TM Image	Country	Application No.	Application Date	Registration No.	Registration Date	Goods/Services	Status
A.G. FERRARI FOODS		United States	75/410,663	Dec-24-1997	2,838,895	May-04-2004	Class 29: food products, namely, olive oil, cheeses, cheese and cracker combinations, cheese spread, chicken, coleslaw, luncheon meats, dips, salad oils, soups, tuna fish, processed vegetables and prepared entrees consisting primarily of meat, poultry and/or vegetables	Registered
A.G. FERRARI FOODS		United States	75/410,668	Dec-24-1997	2,464,129	Jun-26-2001	Class 30: Food products, namely, bakery goods, biscuits, bread, bread sticks, cakes, cookies, cracker and cheese combinations, delicatessen sandwiches, gnoccoli, lasagna, macaroni salads, mayonnaise, noodles, pasta, pasta salads, pasta sauces, pastries, pizza, ravioli, rice, rice salads, rolls, salad dressings, tomato sauce, and vinegar; pre-prepared entrees consisting primarily of pasta and/or rice	Registered
A.G. FERRARI FOODS		United States	75/412,671	Dec-24-1997	2,559,121	Apr-09-2002	Class 42: Delicatessen services	Registered

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Schedule 1-2

The following domain names:

ajferrarifoods.com

ajferrari.com

agferrari.com (private registration)

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sf-3301169

Schedule 1-3

**RECORDED: 05/01/2014**

**TRADEMARK**  
**REEL: 005272 FRAME: 0544**