

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
La Fe Foods, Inc		07/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Grace Foods Limited		
Street Address:	10 Manoel Street		
City:	Castries		
State/Country:	SAINT LUCIA		
Entity Type:	Limited Company: SAINT LUCIA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	76707410	BLUE ROCK	
Serial Number:	75633627	BLUE ROCK	
Serial Number:	75423355	BLUE ROCK	
Serial Number:	74248887		
Serial Number:	76706684	EL SABOR DE COLOMBIA	
Serial Number:	76707421	EL SABOR DE MI TIERRA	
Serial Number:	76053075	EL SABOR DE MI TIERRA	
Serial Number:	76705742	FELA	
Serial Number:	73776286	FELA	
Serial Number:	76566088	FRESCOLIN	
Serial Number:	85495216	JADE	
Serial Number:	85556531	LA FE	
Serial Number:	76705743	LA FE	
Serial Number:	75633629	LA FE	
Serial Number:	75472307	LA FE	
Serial Number:	73473462	LA FE	
Serial Number:	76704151	LA JEFA	
Serial Number:	76704104	LA JEFA	
Serial Number:	77487460	LA JEFA	
Serial Number:	76566089	MALTA PAISA	
Serial Number:	75126433	NUTRI PUNCH	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76369783	POWER +
Serial Number:	75733830	PURAMASA
Serial Number:	76606168	RICAREPA
Serial Number:	76052750	ROA
Serial Number:	75658163	SELECTED CLASSICS
Serial Number:	76702964	TOSTAREPA

CORRESPONDENCE DATA

Fax Number: 2122996501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: trademarks@hugheshubbard.com

Correspondent Name: Natasha N. Reed

Address Line 1: One Battery Park Plaza

Address Line 4: New York, NEW YORK 10004-1482

NAME OF SUBMITTER:	Natasha N, Reed
SIGNATURE:	/Natasha N. Reed/
DATE SIGNED:	08/04/2014

Total Attachments: 7
source=Project Carlton - Trademark Assignment Agreement#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (together with all Schedules hereto, this “**Trademark Assignment**”), dated as of July 18, 2014, is made and entered into by and between La Fe Foods, Inc., a Delaware corporation with its principal address located at 230 Moonachie Avenue Moonachie, NJ 07074 (“**Assignor**”), and Grace Foods Limited, a Saint Lucia limited company with its principal address located at 10 Manoel Street, P.O. Box 161, Castries, St. Lucia or its designees and assigns (collectively, “**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement, dated as of the date hereof, made and entered into among GraceKennedy Foods (USA) LLC, the Assignor, SW Property, L.L.C., Juan Carlos Pena, Juan Carlos Pena Trust Dated November 26, 1996, Francelia Margarita Pena and Francelia Margarita Pena Trust Dated November 26, 1996 (the “**Purchase Agreement**”).

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all right, title and interest, worldwide, in, to and under the Owned Intellectual Property, including the Assigned Trademarks (as defined below); and

WHEREAS, Assignor and Assignee desire to execute this Trademark Assignment for purposes of recording the assignment of the Assigned Trademarks and filing this Trademark Assignment with the United States Patent and Trademark Office and/or any other applicable intellectual property offices, entities and/or similar agencies outside of the United States of America, as may be necessary to effectuate the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment and Transfer. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, and Assignee accepts, all of Assignor’s entire worldwide right, title and interest in, to and under (a) the Owned Intellectual Property, together with any and all goodwill connected with and/or symbolized by the Owned Intellectual Property, including the Trademarks and corresponding registrations and applications listed on Schedule A hereto together with any and all goodwill associated therewith (“**Assigned Trademarks**”) and (b) (i) all rights pertaining to the Owned Intellectual Property provided by or arising under international conventions and treaties, (ii) all rights and powers to assert, defend and recover title to Owned Intellectual Property; (iii) all rights to assert, defend, sue, and recover damages for any past, present and future infringement, misuse, misappropriation, impairment, unauthorized use or other violation of any rights in or to Owned Intellectual Property; (iv) all proceeds, income, royalties, damages and payments now and/or hereafter due and payable under and/or in respect of Owned Intellectual Property; and (v) all administrative rights arising from or pertaining to the Owned Intellectual Property, including the right to prosecute applications and oppose, interfere with or challenge the applications of others, the rights to obtain renewals, continuations, divisions, and extensions of legal protection pertaining to Owned Intellectual Property.

2. Terms of the Purchase Agreement. This Trademark Assignment is subject in all respects to the terms and provisions of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties and covenants relating to the Owned Intellectual Property. Assignor acknowledges and agrees that the representations, warranties and covenants contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

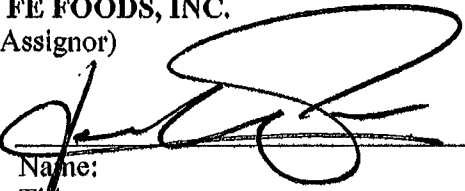
3. Miscellaneous. The provisions of Article IX of the Purchase Agreement shall apply to this Trademark Assignment, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

LA FE FOODS, INC.
(as Assignor)

GRACE FOODS LIMITED
(as Assignee)

By: 
Name: _____
Title: _____

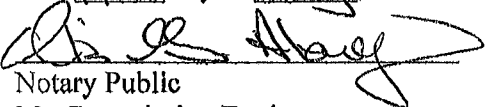
By: _____
Name: _____
Title: _____

Sworn to and subscribed before me

Sworn to and subscribed before me

This 14th day of July, 2014.

This _____ day of _____, 2014.


Notary Public
My Commission Expires: _____

Notary Public
My Commission Expires: _____



IBIS G. ALVAREZ
MY COMMISSION # EE 062248
EXPIRES: January 26, 2017
Bonded Thru Budget Notary Services


[Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

LA FE FOODS, INC.
(as Assignor)

GRACE FOODS LIMITED
(as Assignee)

By: _____
Name:
Title:

By:  _____
Name:
Title:

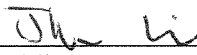
Sworn to and subscribed before me

Sworn to and subscribed before me

This _____ day of _____, 2014.

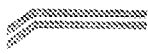
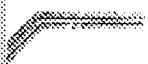

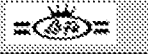

This 08th day of July, 2014.

Notary Public
My Commission Expires: _____






 _____
Notary Public
My Commission Expires: 07/13/2016

Jaehoon Kim
Notary Public - State of New Jersey
Notary Number 2346741
My Commission Expires 7/13/2016

Schedule A

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Int'l Class
BLUE ROCK	United States	76707410	26-Apr-2011	4033006	04-Oct-2011	Registered	4 29
BLUE ROCK	United States	75633627	04-Feb-1999	2453757	22-May-2001	Registered	29
BLUE ROCK	United States	75423355	26-Jan-1998	2209170	08-Dec-1998	Registered	29
Design Only 	United States	74248887	24-Feb-1992	1760831	23-Mar-1993	Registered	29
EL SABOR DE COLOMBIA	United States	76706684	07-Mar-2011	4061758	29-Nov-2011	Registered	29 30 32
EL SABOR DE MI TIERRA	United States	76707421	26-Apr-2011	4081579	10-Jan-2012	Registered	25 29 30 32
EL SABOR DE MI TIERRA	United States	76053075	22-May-2000	2561202	16-Apr-2002	Registered	29 30 32
FELA	United States	76705742	20-Dec-2010	3995493	19-Jul-2011	Registered	29
FELA 	United States	73776286	23-Jan-1989	1615880	02-Oct-1990	Registered Section 2(F)	29
FRESCOLIN	United States	76566088	10-Dec-2003	3757854	09-Mar-2010	Registered	3 5
JADE 	United States	85495216	14-Dec-2011			Pending	29
LA FE	United States	85556531	29-Feb-2012	4186927	07-Aug-2012	Registered	4 14 16 25 29 30 32
LA FE	United States	76705743	20-Dec-2010			Pending	3 5 6 8 11 16 17 21 29 30 31 32
LA FE	United States	75633629	04-Feb-1999	2348386	09-May-2000	Registered	29 32
LA FE 	United States	75472307	22-Apr-1998	2358347	13-Jun-2000	Registered	29 30
LA FE 	United States	73473462	02-Apr-1984	1469890	22-Dec-1987	Registered	29
LA JEFA	United States	76704151	17-Aug-2010	3946597	19-Apr-2011	Registered	29 30
LA JEFA	United States	76704104	11-Aug-2010	4056530	15-Nov-2011	Registered	29
LA JEFA	United States	77487460	30-May-2008	3649692	07-Jul-2009	Registered	30
MALTA PAISA	United States	76566089	10-Dec-2003	2965915	12-Jul-2005	Registered	30
NUTRI PUNCH	United States	75126433	27-Jun-1996	2108582	28-Oct-1997	Registered	32

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Int'l Class
POWER +	United States	76369783	12-Feb-2002	2839015	04-May-2004	Registered	32
PURAMASA	United States	75733830	11-Jun-1999	2476428	07-Aug-2001	Registered	30
RICAREPA	United States	76606168	05-Aug-2004	3362819	01-Jan-2008	Registered	30
ROA	United States	76052750	22-May-2000	2538645	12-Feb-2002	Registered	30
SELECTED CLASSICS 	United States	75658163	11-Mar-1999	2425719	30-Jan-2001	Registered	29
TOSTAREPA	United States	76702964	14-May-2010	3982962	28-Jun-2011	Registered	30
LA FE & CROWN DESIGN 	Canada	086752700	27-Jan-1998	TMA5457 19	28-May-2001	Registered	29 30
LA FE & RECTANGLE DESIGN 	Canada	086752800	27-Jan-1998	TMA5457 20	28-May-2001	Registered	30
LA FE QUALITY SINCE 1968 	Colombia	04 31696	02-Apr-2004	290236	19-Oct-2004	Registered	30
LA FE QUALITY SINCE 1968 	Colombia	04 31697	02-Apr-2004	290235	19-Oct-2004	Registered	32
LA FE QUALITY SINCE 1968 	Colombia	04 31695	02-Apr-2004	290237	19-Oct-2004	Registered	35
LA FE QUALITY SINCE 1968 	Colombia	04 15010	20-Feb-2004	288139	21-Sep-2004	Registered	29
BLUE ROCK (ROCA AZUL)	Costa Rica	2004-0008245	02-Nov-2004	152904	30-Jun-2005	Registered	29
LA FE	Costa Rica	2004-0008244	02-Nov-2004	153928	23-Sep-2005	Registered	29

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Int'l Class
JADE 	Dominican Republic	12/216	04-Jan-2012	194360	03-Apr-2012	Registered	9
LA FE	Dominican Republic	10/26690	11-Nov-2010	185669	15-Feb-2011	Registered	32
LA FE	Dominican Republic	10/26698	11-Nov-2010	186142	02-Mar-2011	Registered	30
JADE 	Ecuador	14267	15-Dec-2011			Pending	30
JADE 	Ecuador	14268	15-Dec-2011			Pending	29
LA FE	Ecuador	14173	14-Dec-2011			Pending	29
LA FE	Ecuador	14174	14-Dec-2011			Pending	30
LA FE	Ecuador	14175	14-Dec-2011			Pending	32
LA FE	Int'l Register (EM, ES)	1051595		1051595	20-Aug-2010	Registered	29 32
LA FE	Mexico	1133910	11-Nov-2010	1208005	23-Mar-2011	Registered	32
LA FE	Mexico	1133906	11-Nov-2010			Pending	29
PURAMASA	Mexico	1154784	14-Feb-2011	1222920	17-Jun-2011	Registered	30
LA FE	Dominican Republic	25401	02-JUL-1976			Unknown	30
LA FE	Dominican Republic	25403	02-JUL-1976			Unknown	22 31
FELA	Dominican Republic	25400	02-JUL-1976			Unknown	22 31
FELA	Dominican Republic	25402	02-JUL-1976			Unknown	30
ROSAN	Dominican Republic	99050666	07-APR-1986			Unknown	29 30 31
ROSAN	Dominican Republic	99050648	04-APR-1986			Unknown	29
FELA	Costa Rica	10291				Unknown	31
FELA 	Costa Rica	142412	19-FEB-1987			Unknown	29
FELA 	Costa Rica	142414	19-FEB-1987			Unknown	31
ROSAN	Costa Rica	142415	19-FEB-1987			Unknown	31