

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Van's Gourmet Gifts, Inc.		04/24/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Houdini, Inc.		
<b>Street Address:</b>	4225 N. Palm Street		
<b>City:</b>	Fullerton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92835		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4245268	THE BAKERY AT BARNHAM HILL	
<b>Registration Number:</b>	2505734	GALAXY KITCHENS	
<b>Registration Number:</b>	3199993	VAN'S GIFTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159848300		
<i>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.</i>			
<b>Phone:</b>	415-984-8200		
<b>Email:</b>	sfrademarks@nixonpeabody.com		
<b>Correspondent Name:</b>	Marlene J. Williams, Nixon Peabody LLP		
<b>Address Line 1:</b>	PO Box 26769		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94126-6769		
<b>ATTORNEY DOCKET NUMBER:</b>	030878-000023		
<b>NAME OF SUBMITTER:</b>	Marlene J. Williams		
<b>SIGNATURE:</b>	/mjw/		
<b>DATE SIGNED:</b>	05/15/2015		
<b>Total Attachments: 3</b>			
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source=Assignment of Trademarks (Van's to Houdini)#page3.tif			

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of April 24, 2015 by and between VAN'S GOURMET GIFTS, INC., a California corporation having its principal place of business at 2520 Mira Mar Avenue, Long Beach, CA 90815 (the "Assignor"), and HOUDINI, INC., a California corporation having its principal place of business at 4225 N. Palm Street, Fullerton, CA 92835 (the "Assignee").

**WHEREAS**, the Assignor is the proprietor in the United States of the trademarks listed in Schedule A attached hereto (the "Trademarks"); and

**WHEREAS**, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept this Assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts from the Assignor, with respect to each Trademark, all of the rights, title and interests of the Assignor in and to such Trademark, together with all of the goodwill of the business with which such Trademark is used or otherwise associated and with the right to recover for damages and profits and all other remedies for past infringements thereof effective as of the date hereof.

The Assignee and the Assignor covenant and agree that the representations, warranties, covenants and agreements of the parties contained in the Asset Purchase Agreement, of even date herewith, by and among the Assignor, the Assignee, Howard Colover, and Reva Colover (the "Agreement"), shall not merge into or with this Assignment, but shall survive this Assignment and become a part hereof and shall continue in full force and effect for the periods specified in the Agreement as though set forth herein at length. The Assignee and the Assignor, by their execution of this Assignment, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Agreement shall be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Assignment and that the terms and conditions of the Agreement shall govern the transfer of the Trademarks, including, without limitation, the rights of indemnification and limitations thereon as set forth in Article 6 of the Agreement.

This Assignment shall be construed and enforced in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Assignment may be executed by facsimile signatures which shall be considered originals.

[signature page to follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment of Trademarks to be duly executed under seal as of and on the date first written above.

ASSIGNOR:

VAN'S GOURMET GIFTS, INC.

By: [Signature]  
Name: LEVA COROVEL  
Title: CEO

ASSIGNEE:

HOUDINI, INC.

By: [Signature]  
Name: DANIEL M. MAGUIRE  
Title: CEO

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
THE BAKERY AT BARNHAM HILL	United States	4245268	November 20, 2012
GALAXY KITCHENS	United States	2505734	November 13, 2001
VAN'S GIFTS	United States	3199993	January 23, 2007