

311.7104

03-19-2004

Docket No.:

377-8



102699251

and original documents or copy thereof.

To the Director of the United States Patent and

1. Name of conveying party(ies):

Pasta Joe, Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Joseph Seviroli, Inc.

Internal Address:

Street Address: 601 Brook Street

City: Garden City State: NY ZIP: 11530

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 10, 2004

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

74/654,296

B. Trademark Registration No.(s)

2152709

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerald T. Bodner, Esq.

Internal Address: c/o BODNER & O'ROURKE, LLP

Suite 108

Street Address: 425 Broadhollow Road

City: Melville State: NY ZIP: 11747

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502335

2004 MAR 17 AM 8:00  
OPR/FINANCE

03/18/2004 6TOM11 00000063 502335 74654296  
01 FC:0521 40.00 DA

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gerald T. Bodner

Name of Person Signing

Gerald T. Bodner

Signature

March 15, 2004

Date

Total number of pages including cover sheet, attachments, and

5

**CONFIRMATORY ASSIGNMENT**

**NUNC PRO TUNC**

**WHEREAS, JOSEPH SEVIROLI, INC.**, a corporation duly organized and existing under the laws of New York and having a place of business at 601 Brook Street, Garden City, New York 11530 (“**ASSIGNEE**”), doing business as Sevirolì Foods, is the purchaser of certain business assets of **PASTA JOE, INC.**, a corporation duly organized and existing under the laws of New York and having a place of business at 601 Brook Street, Garden City, New York 11530 (“**ASSIGNOR**”);

**WHEREAS**, said certain business assets of **ASSIGNOR** purchased by **ASSIGNEE** includes, but is not limited to, a certain trademark and registration therefor, filed and registered in the United States, and the goodwill of the business symbolized by said trademark and registration;

In consideration of the aforementioned purchase of said certain business assets of the **ASSIGNOR** by the **ASSIGNEE** on July 1, 2003, which is hereby acknowledged, and for other good and valuable consideration, the receipt of which is also hereby acknowledged, **ASSIGNOR** hereby confirms the aforementioned sale, assignment and transfer to **ASSIGNEE** and **ASSIGNEE’S** successors, assigns and legal representatives, of all right, title and interest, in the United States of America and throughout the world, in and to said trademark and registration therefor, with the goodwill of the business symbolized by said trademark and registration, as set forth below:

**U.S. Trademark**

Trademark	Serial Number	Filing Date	Registration No.	Grant Date
ITALIAN FEAST	74/654,296	03/31/1995	2,152,709	04/21/98

**ASSIGNOR** hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Confirmatory Assignment.

**ASSIGNOR** further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said trademarks, applications and registrations therefor, and will testify as to the same in any opposition proceeding, cancellation proceeding, litigation or other proceeding relating thereto, and will promptly execute and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said trademarks, registrations and applications therefor which may be necessary or desirable to carry out the purposes thereof.

**IN WITNESS WHEREOF**, I/We have caused this Confirmatory Assignment to be executed and effective *Nunc Pro Tunc*.

Signed at Garden City, New York this 10<sup>th</sup> day of March, 2004.

**PASTA JOE, INC.**

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

Name: Joseph Seviroli, Jr.

Title: President