

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Bri-al		01/12/2009	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World Finer Foods		
<b>Street Address:</b>	300 Broadacres Drive		
<b>City:</b>	Bloomfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07003		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75424877	WELLINGTON	
<b>Serial Number:</b>	78333587	QUICK LOAF	
<b>Serial Number:</b>	74487402	CANDONI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)338-0382		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800 225-1449 x121		
<b>Email:</b>	rvanmaerssen@worldfiner.com		
<b>Correspondent Name:</b>	Robert Van Maerssen		
<b>Address Line 1:</b>	300 Broadacres Drive		
<b>Address Line 4:</b>	Bloomfield, NEW JERSEY 07003		
<b>NAME OF SUBMITTER:</b>	Robert Van Maerssen		
<b>Signature:</b>	/Robert Van Maerssen/		

OP \$90.00 75424877

Date:

01/12/2009

**Total Attachments: 4**

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## AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on 6-11-08 (the "Effective Date"), by and among BRI-AL LLC, an Illinois limited liability company, PAUL SUTHERN, an individual residing at 18 Charlotte Hill Drive, Bernardsville, New Jersey 07924 (collectively, the "Seller"), and WORLD FINER FOODS, INC., a Delaware corporation (the "Buyer"). This Agreement is executed pursuant to that Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and among Buyer and Seller.

WHEREAS, all terms contained herein shall have the meanings ascribed to them in the Asset Purchase Agreement, unless otherwise expressly set forth herein;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase, acquire and accept from Seller, all the right, title and interest of Seller in, to and under the Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed, upon the terms and subject to the conditions of the Asset Purchase Agreement, to assume certain liabilities.

WHEREAS, the parties have agreed to amend the Asset Purchase Agreement to reflect a modification of certain of the trademarks to be assigned under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Amendment. The Parties agree that Paragraph 1(B)(ii) of the Asset Purchase Agreement is amended to reflect that the Acquired Trademarks are limited to those set forth on Schedule 1 attached hereto and as more particularly described on that Schedule 1 (the "Amended and Acquired Trademarks").

SECTION 2. Amended and Acquired Trademarks. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all the right, title and interest of Seller in, including the goodwill associated therewith, to and under the names and trademarks listed on Schedule 1 attached hereto. Buyer hereby accepts such sale, assignment, transfer, conveyance and delivery upon the terms and subject to the conditions of the Asset Purchase Agreement.

SECTION 3. Liabilities. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Buyer hereby assumes and undertakes to pay, perform and discharge when due all liabilities assumed pursuant to the terms of the Asset Purchase Agreement, but only to the extent the obligation or liability initially occurs after the Effective Date. All other liabilities of Seller are excluded and shall remain the sole responsibility of and shall be retained, paid, performed and discharged when due solely by Seller.

SECTION 4. Further Assurances.

From time to time, as and when requested by any party, each of the parties hereto shall, except as otherwise expressly provided for in the Asset Purchase Agreement, execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be

taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Asset Purchase Agreement.

SECTION 5. General.

This Agreement is expressly made subject to the terms and provisions of the Asset Purchase Agreement. The delivery of this Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Asset Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Asset Purchase Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Asset Purchase Agreement. Except for the amendment set forth in Section 1 herein, in the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Agreement is for the sole benefit of the parties hereto and their permitted assigns under the Asset Purchase Agreement and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

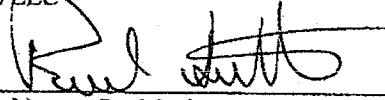
This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by all the parties and delivered to the other parties.

**[The Remainder of this Page Intentionally Left Blank.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

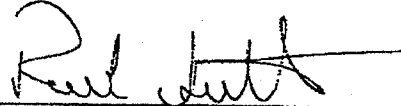
BRI-AL LLC

By



Name: Paul Suthern

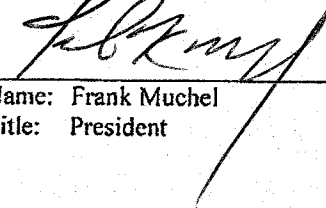
Title: Manager



Paul Suthern, Individually

WORLD FINER FOODS, INC.

By



Name: Frank Muchel

Title: President

**Schedule 1 – Names and Trademarks**

Daily Bread Co. – Common Law Rights to the extent existing in “Daily Bread Co.”  
Candoni – Federally Registered Mark  
Wellington – Federally Registered Mark  
Harborside Bakery – Common Law Rights to the extent existing in “Harborside Bakery”  
Quick Loaf – Federally Registered Mark