

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Harbors, Inc.		01/11/2010	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Mizkan Americas, Inc.		
Street Address:	1661 Feehanville Drive, Suite 300		
City:	Mt. Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1641434	MAUI MOUNTAIN	
Registration Number:	2077398	WORLD HARBORS	
Registration Number:	2215477	CHERIYAKI	
Registration Number:	2421874	AMALFI COAST	
Registration Number:	3432401	BUCCANEER BLENDS	
CORRESPONDENCE DATA			
Fax Number:	(213)613-2950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-613-2827		
Email:	langenbe@hugheshubbard.com		
Correspondent Name:	Peter M. Langenberg		
Address Line 1:	350 So. Grand Avenue #3600		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	6950.0100		

OP \$140.00 1641434

900154262

**TRADEMARK
 REEL: 004146 FRAME: 0207**

NAME OF SUBMITTER:	Peter M. Langenberg
Signature:	/pmlangenberg/
Date:	02/08/2010
Total Attachments: 3 source=WHI Assignment#page1.tif source=WHI Assignment#page2.tif source=WHI Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on January 11, 2010 ("Effective Date") by and between the following parties:

- WORLD HARBORS, INC., a Maine corporation to be known as First Flight Holdings, Inc., with its principal offices currently at 176 First Flight Drive, Auburn, Maine (04210) (called "Assignor"), and
- MIZKAN AMERICAS, INC., a Michigan corporation with its principal offices at 1661 Feehanville Drive, Suite 300, Mount Prospect, Illinois (60056) ("Assignee"),

with reference to the following circumstances:

A. Assignor and Assignee have entered into a certain Asset Purchase Agreement of even date herewith (the "Assets Purchase Agreement"), providing for, among other things, the sale, assignment, transfer, and delivery by Assignor of all of Assignor's right, title and interest in, to and under the following trademarks and/or trade names:

Mark	Country	Reg. No.	Dated
"MAUI MOUNTAIN"	United States	1,641,434	4-16-1991
"WORLD HARBORS"	United States	2,077,398	7-8-1997
"CHERIYAKI"	United States	2,215,477	12-29-1998
"AMALFI COAST"	United States	2,421,874	1-16-01
"BUCCANEER BLENDS"	United States	3,432,401	5-20-08
"WORLD HARBORS"	European Union	3,254,125	9-16-04

(collectively, the "Trademarks").

B. Assignor has agreed to sell, assign, transfer, and deliver to the Assignee all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Assets Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in, to and under each and every of the Trademarks and each of the registrations therefor and the goodwill of the business in connection with which each Trademark is used and which is symbolized by each Trademark, together with all rights and privileges pertaining thereto, including without limitation the right to sue for and receive all damages from past infringements of the Trademarks, to have and to hold unto Assignee and its successors and assigns forever.

2. **FURTHER ASSURANCES.** From the Effective Date Assignor agrees to execute and deliver from time to time any additional documents that Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Trademarks, including without limitation to modify any registrations of the Trademarks to show the assignment of ownership under this Agreement.

3. **AUTHORIZATION.** Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks and registrations therefor.

4. **ENTIRE AGREEMENT, DEFINITIONS, GOVERNING LAW.** This Agreement, together with the Assets Purchase Agreement and its exhibits and schedules, set forth the entire understanding of the parties hereto with respect to the transactions contemplated by this Agreement and may not be amended or supplemented except in a writing signed by all the parties hereto. For purposes of this Agreement, in addition to those terms defined elsewhere in this Agreement, words or terms which are defined in the Assets Purchase Agreement and which are written consistently in this Agreement with initial capitals shall adopt the definition found in the Assets Purchase Agreement as though such definitions were set forth in full hereat. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. exclusive of its choice of laws provisions.

5. **COUNTERPARTS, FACSIMILE SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original of this Agreement, and all of which together shall constitute one and the same Agreement; provided, however, that this Agreement will not be effective until each and every party has executed and delivered to each other party at least one counterpart of this Agreement signed by that party. The delivery of a signed counterpart of this Agreement by telefax or other facsimile method (including portable document format (pdf) sent by email) shall be deemed to have the same effect as the delivery of a signature original of that counterpart.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties and shall be effective and binding on the parties according to its terms as from the Effective Date even though signed on a different date.

"Assignor"

"Assignee"

WORLD HARBORS, INC.

MIZKAN AMERICAS, INC.

By: *Karen Foust*
Karen Foust, its President

By: _____
Craig M. Smith, its President and
Chief Executive Officer

2. **FURTHER ASSURANCES.** From the Effective Date Assignor agrees to execute and deliver from time to time any additional documents that Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Trademarks, including without limitation to modify any registrations of the Trademarks to show the assignment of ownership under this Agreement.

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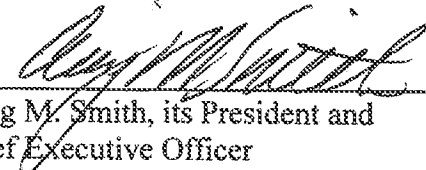
"Assignor"

WORLD HARBORS, INC.

By: _____
Karen Foust, its President

"Assignee"

MIZKAN AMERICAS, INC.

By: 
Craig M. Smith, its President and
Chief Executive Officer