

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
Haven's Kitchen LLC		04/30/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Haven's Family LLC		
Street Address:	109 West 17th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85209583	HAVEN'S KITCHEN	
Serial Number:	85209586	HAVEN'S KITCHEN	
Serial Number:	85209585		
CORRESPONDENCE DATA			
Fax Number:	5167390981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5169921848		
Email:	mcarmen@carmenlaw.com		
Correspondent Name:	Michael E. Carmen		
Address Line 1:	1201 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Tracee A. Danner		
Signature:	/TADanner/		

OP \$90.00 85209583

Date:

05/15/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of April 30, 2012 (the "Effective Date") by and between Haven's Kitchen LLC, a New York limited liability company ("Assignor"), and Haven's Family LLC, a New York limited liability company ("Assignee"), both with business offices at 109 West 17th Street, New York, New York 10011. Assignor and Assignee are sometimes each individually referred to herein as a "Party" and collectively, as the "Parties."

W I T N E S S E T H

WHEREAS, Assignor owns certain Intellectual Property and, in light of organizational changes, desires to assign to Assignee all of Assignor's rights in and to all such Intellectual Property;

WHEREAS, pursuant to the terms and conditions of this Agreement, Assignor has agreed to assign to Assignee all of its right, title and interest in and to such Intellectual Property, and Assignee desires to accept such assignment from Assignor.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Definitions.

(a) "Intellectual Property" means any and all intellectual property Assignor may own from time to time, including, but not limited to, the intellectual property set forth on Schedule "A" hereto, and all other (i) inventions and discoveries, industrial designs, and patents, (ii) works of authorship, and copyrights, moral rights, design rights and database rights therein and thereto, (iii) confidential and proprietary information, including rights to inventions, trade secrets, know-how, data, databases and metadata, (iv) trademarks, service marks, Internet domain names and content of associated websites, trade dress, trade names and other identifiers of source or goodwill, including any and all goodwill associated with or symbolized by any of the foregoing, (v) rights of privacy and publicity, and (vi) registrations, applications, renewals and extensions for any of the foregoing in (i)-(v).

(b) “Transferred IP” means any and all Intellectual Property and other proprietary rights existing in, used in connection with, or otherwise pertaining to the Intellectual Property.

2. Assignment of Rights. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of such Assignor’s worldwide right, title and interest in and to the Transferred IP, including, but not limited to, any and all rights therein provided by international conventions and treaties, all rights of priority and renewals, all rights to collect royalties and other fees, and all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation thereof or conflict therewith; provided, that the sale, assignment, transfer and conveyance contemplated hereunder does not include any assumption by Assignee of any liabilities or obligations of the Assignor with respect to the Transferred IP. Without limiting the foregoing, Assignor hereby waives for the benefit of Assignee any and all moral rights associated with the Transferred IP, to the extent that such rights may not be assigned to Assignee pursuant to this Agreement.

3. Consideration. Upon execution of this Agreement, Assignee will pay or cause to be paid to Assignor the amount of one U.S. dollar (\$1).

4. Ownership. Assignor acknowledges and agrees that upon execution of this Agreement, as between Assignee and the Assignor, Assignee will be the exclusive owner of all right, title and interest in and to the Transferred IP. Assignor agrees that, following the Effective Date, it will not, nor cause or assist any third party to, (a) take any legal, equitable, administrative or other action to oppose, restrict, challenge, cancel, contest, enjoin or otherwise make any claim or take any action adverse to the ownership and/or use of, application to register and/or registration of the Transferred IP by Assignee, its successors and assigns, and its and their affiliated companies, subsidiaries and licensees, (b) adopt or use, or apply to register or maintain any registration for, any Transferred IP, (c) represent to any third party that Assignor or such third party has or will have any ownership interest in any Transferred IP, or (d) enter into any agreement that conflicts with, or results in any breach of or default under, the terms and conditions of this Agreement.

5. Representations and Warranties.

(a) Each Party hereby represents and warrants that (i) it has full power and authority to enter into and perform this Agreement, (ii) this Agreement is a valid and binding agreement of such Party, enforceable against it in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement by such Party does not conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any contract, agreement, license, permit, franchise or other agreement to which it is a party.

(b) Assignor hereby represents and warrants that (i) Assignor owns all right, title and interest in and to the Transferred IP, free and clear of all encumbrances, claims, liens and licenses, or any obligation to grant any of the foregoing, (ii) Assignor has not assigned, transferred, licensed or otherwise granted or conveyed to any third party any rights in or to any Transferred IP, and (iii) the Transferred IP, and the Assignor's use and other exploitation thereof, do not infringe or otherwise violate or conflict with any intellectual property or other proprietary right of any third party, and no claim asserting any of the foregoing is pending or threatened against Assignor.

6. Further Assurances.

(a) Assignor will, at Assignee's request and expense, timely execute and deliver any additional documents and perform such additional acts (including the execution and delivery of Intellectual Property applications) that may be necessary or desirable to effect or evidence the sale, assignment, transfer and conveyance of the Transferred IP to Assignee, or to assist Assignee (or its successors, assigns, designees or legal representatives) to confirm, perfect, protect, or otherwise exercise Assignee's (or its successor's, assign's, designee's or legal representative's) interest in and to the Transferred IP.

(b) Assignor further covenants and agrees on behalf of Assignor, its successors, legal representatives, and assigns that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it with respect to the Intellectual Property transferred pursuant hereto, cooperate in any legal proceeding regarding the Intellectual

Property transferred pursuant hereto, sign all papers, make all rightful oaths and generally provide reasonable assistance and deliver all additional instruments or documents to carry out the intent and perfect the rights granted in this Agreement, and that Assignor shall use its best efforts to cause its employees, officers, or other individuals, as applicable, to carry out such acts. Assignor hereby warrants to defend the title to all the Intellectual Property transferred pursuant hereto unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(c) If Assignee is unable for any reason to secure Assignor's signature to any document to which Assignee is entitled under Paragraphs 6(a) or 6(b) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents, representatives, successors and assigns, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, solely to the extent necessary to execute and file any such document and to perform all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed, filed or performed by Assignor.

(d) Assignor further authorizes the Commissioner of Patents and Trademarks, and the Registrar of Copyrights, of the United States, and any official of any foreign country whose duty it is to issue patents or other evidence or forms of intellectual property protection on any applications as aforesaid, to record all trademarks, copyrights, and patents transferred hereunder and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Agreement, and to issue the same to the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

(e) In the event Assignor acquires or otherwise obtains any Intellectual Property rights other than the Intellectual Property set forth on Schedule "A" hereto, Assignor shall promptly notify Assignee of the existence of such Intellectual Property, and such Intellectual Property shall be incorporated as part of the Intellectual Property assigned hereby and Schedule "A" shall be updated accordingly.

7. Delivery. As soon as reasonably practical following the Effective Date,

Assignor will deliver to Assignee in a mutually agreed format, and authorize Assignee's access to, all tangible and electronic records and information in Assignor's possession or control concerning the Transferred IP, and all copies thereof, including, without limitation, any and all (a) documentation concerning (i) registrations and applications, and the prosecution histories therefor, and (ii) any encumbrances and licenses (if any) to which any Transferred IP is subject, (b) correspondence with any Registering Authority or other governmental authorities; and (c) litigation files relating to infringements or other violations of Intellectual Property, disputes or demands, including opposition and cancellation proceedings, cease and desist and protest letters.

8. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of New York applicable to agreements wholly made and performed in that state, without giving effect to the conflict of laws rules thereof to the extent that the application of the laws of another jurisdiction would be required thereby. The Parties unconditionally and irrevocably agree and consent to the exclusive jurisdiction of the courts located in the Supreme Court of the State of New York, County of Nassau, and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement and further agree not to commence any such action, suit or proceeding except in any such courts.

9. Miscellaneous. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous agreements, arrangements and understandings (whether written or oral), among the Parties with respect to the subject matter of this Agreement. No written or oral statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions of this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by authorized representatives of the Parties. The failure of any Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement will not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions. Nothing in this Agreement will be deemed to establish a partnership, employment, joint venture, or agency relationship among the Parties. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, such provision will be ineffective to the extent of such invalidity, illegality or unenforceability, and all other provisions of this

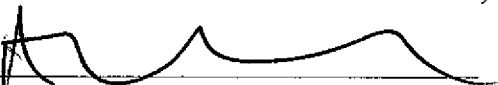
Agreement will nevertheless remain in full force and effect. The descriptive headings contained in this Agreement are for convenience of reference only and will not affect in any way the meaning or interpretation of the Agreement. Assignor may not assign this Agreement, and this Agreement is binding upon and inures to the benefit of each Party and its heirs, successors, permitted assigns and personal representatives. Assignee may assign this Agreement at its sole discretion. The respective Parties may execute this Agreement in separate counterparts, each of which when executed is deemed to be an original but all of which taken together constitute one and the same agreement. Signatures delivered by facsimile or electronic mail shall be deemed original signatures for all purposes of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

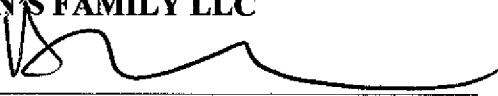
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Intellectual Property Assignment Agreement as of the date first above written.

HAVEN'S KITCHEN LLC

By: HAVEN'S ENTERPRISE GROUP LLC, Manager

By: 
Alison Schneider, Manager

HAVEN'S FAMILY LLC

By: 
Alison Schneider, Manager

Schedule "A"

Intellectual Property

U.S. Trademark Applications

1. HAVEN'S KITCHEN Serial No. 85209583

2. HAVEN'S KITCHEN & *Design* Serial No. 85209586



3. *Design only* Serial No. 85209585

