-OP \$240.00 13690

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean & DeLuca Brands, Inc.		04/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 N. Broadway
Internal Address:	3rd Floor
City:	Wichita
State/Country:	KANSAS
Postal Code:	67202
Entity Type:	National Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1369051	DEAN & DELUCA
Registration Number:	2037326	DEAN & DELUCA
Registration Number:	2095373	DEAN & DELUCA
Registration Number:	2097891	DEAN & DELUCA
Registration Number:	2109264	DEAN & DELUCA
Registration Number:	2116337	DEAN & DELUCA
Serial Number:	77253365	DEAN & DELUCA
Registration Number:	2200481	ST. HELENA KITCHENS
Registration Number:	2625530	DEANDELUCA.COM

CORRESPONDENCE DATA

Fax Number: (866)347-9614

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: abodecker@foulston.com

TRADEMARK REEL: 003755 FRAME: 0007

900103619

Correspondent Name: Alicia E. Bodecker

Address Line 1: 1551 N. Waterfron Parkway

Address Line 2: Suite 100

Address Line 4: Wichita, KANSAS 67206

ATTORNEY DOCKET NUMBER:	03000-654
NAME OF SUBMITTER:	Alicia E. Bodecker
Signature:	/Alicia E. Bodecker/
Date:	04/08/2008

Total Attachments: 62

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Bankof America 🧼

SECURITY AGREEMENT

- 1. THE SECURITY. The undersigned Dean & DeLuca, Inc., Dean & DeLuca Brands, Inc., Dean & DeLuca Imports Incorporated, Dean & DeLuca New York, Inc., Dean & DeLuca Georgetown, Inc., Dean & DeLuca Espresso, Inc., Dean & DeLuca Espresso D.C., Inc., Dean & DeLuca New Jersey, Inc., Dean & DeLuca Atlanta, LLC, Dean & DeLuca Markets, LLC, D&D Cafes of NC, LLC, Dean & DeLuca Incorporated, Dean & DeLuca Madison Avenue, Inc., Dean & DeLuca Call Center, Inc., Gaetano & Barteau, Inc., and Bacchus Gate Corporation, (collectively the "Pledgor") hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):
 - (a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.
 - (b) All inventory, including all materials, work in process and finished goods.
 - (c) All machinery, furniture, fixtures (as defined in the Uniform Commercial Code) and other equipment of every type now owned or hereafter acquired by the Pledgor, (including, but not limited to, the equipment described in the attached Equipment Description, if any).
- (d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.
- (e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.
 - (f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles, excluding liquor licenses to the extent that granting a security interest in liquor licenses would be prohibited by law.
 - (g) All negotiable and nonnegotiable documents of title covering any Collateral.
 - (h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

- (i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.
 - (j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").
- 2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Bank. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank.
- 3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:
 - (a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.
 - (b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Bank at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.
 - (c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.
 - (d) Unless otherwise agreed to in the Related Documents (as defined in the loan agreement dated April 8, 2008, between Pledgor and Bank (the "Loan Agreement")), the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.
 - (e) The Pledgor will promptly notify the Bank in writing of any event which materially and adversely affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any material portion of the Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.
 - (f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, upon Pledgor's failure to timely pay Collateral Costs the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and

such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

- (g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.
- (h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.
- (i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank; provided, however, that the Pledgor may sell and dispose of inventory in the ordinary course of business.
- (j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages (including without limitation windstorm coverage, and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.
- (k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture; provided, however, that liens of landlords as referenced in Section 3(a) of the Loan Agreement shall not constitute an event of default from the date of this Agreement until Pledgor obtains the Consents to Remove Personal Property, as outlined in Section 5.9(h) of the Loan Agreement. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.
- (I) The Pledgor shall not withdraw funds from any deposit account which is part of the Collateral without the Bank's prior written consent. Notwithstanding the foregoing, Pledgor may withdraw funds in the ordinary course of business from Pledgor's operating accounts. The Pledgor agrees that, upon maturity of any deposit account with a maturity date, such deposit account shall be renewed at the Bank's then prevailing rate of interest for successive ninety (90) day periods (or such other time period as may be agreed by the Bank and the Pledgor). Notwithstanding the Bank's security interest in the proceeds of the deposit accounts, the Bank will continue to pay to the Pledgor interest accruing thereunder until the occurrence of a default under this Agreement.
- (m) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world. All trademark and service mark registrations and applications identified in Exhibit A as of the date hereof are owned or controlled by the Pledgor or are licensed to the Pledgor pursuant to a valid, enforceable license agreement. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on

the Exhibit. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral.

- (n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations and file all affidavits related thereto, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works consistent with Pledgor's past practice. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, including its international partner operations, or except with the Bank's prior written consent.
- 4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default:
 - (a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) reasonable information on any contracts or other matters affecting the Collateral.
 - (b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time and reasonable notice upon the property where any Collateral or any Books and Records are located.
 - (c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Bank the proceeds of any such letters of credit.
 - (d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral. Notwithstanding the foregoing, this requirement of Pledgor will only take place if Pledgor is in default.
 - 5. DEFAULTS. Any one or more of the following shall be a default hereunder:
 - (a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.
 - (b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to the Bank. If, in the Bank's reasonable opinion, the breach is capable of being remedied, the breach will not be considered an event of default under this Agreement if cured within a period of twenty-five (25) days after the date on which the Bank gives written notice of the breach to the Pledgor.
 - (c) The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in the Collateral.
 - (d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other

party obligated under any Indebtedness and such party is not dismissed within sixty (60) days of such appointment.

- (e) The Pledgor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.
- (f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors which is not dismissed within a period of seventy-five (75) days after the filing; provided, however, that such cure opportunity will be terminated upon the entry of an order for relief in any receivership case arising from such action.
- (g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due, liens permitted in the Loan Agreement, and liens to which the Bank consents.
- (h) The Pledgor has given the Bank any false or misleading information or representations in any material respect.
- 6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:
 - (a) Declare any Indebtedness immediately due and payable, without notice or demand.
 - (b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.
 - (c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.
 - (d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.
 - (e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.
 - (f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.
 - (g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.
 - (h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.
 - (i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's

name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

- (j) After the Indebtedness has been declared immediately due and payable, grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.
- (k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.
- (I) After the Indebtedness has been declared immediately due and payable, have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.
- (m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.
- (n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.
 - (o) Exercise any other remedies available to the Bank at law or in equity.

7. MISCELLANEOUS.

- (a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.
- (b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.
- (c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be subordinated pursuant to the Intercreditor and Subordination Agreements (as defined in the Loan Agreement) executed by Borrowers.

- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. To the extent that the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.
- (e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.
- (f) All terms not defined herein are used as set forth in the Uniform Commercial Code.
- (g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees other than allocated costs for in-house legal services to the extent permitted by law.
- (h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.
- (i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.
- (j) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.
- 8. <u>FINAL AGREEMENT</u>. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

buelde

BANK OF AMERICA, N.A.

Senior Vice President

Address for Notices: Notice Desk – CR Services NE 111 Westminster Street RI1-102-11-08 Providence, Rhode Island 02903

DEAN & DELUCA, INC.

By: Brad Serwin

Title: Vice President

DEAN & DELUCA BRANDS, INC.

By: Brad Serum

Title: Vice Presibut

DEAN & DELUCA IMPORTS INCORPORATED

By: Brad Servin

Title: Ulce President

DEAN & DELUCA NEW YORK, INC.

By: Brad Serwin

Title: Ula Presilu

DEAN & DELUCA GEORGETOWN, INC.

By: Brad Servin

Title: Vice President

DEAN & DELUCA ESPRESSO, INC.

By: Porad Serwin

Title: Viu President

DEAN & DELUCA ESPRESSO D.C., INC.

By: Parad Serwin

Title: VIU President

DEAN & DELUCA NEW JERSEY, INC.

By: Porad Serwin

Title: Vice Presi LL

DEAN & DELUCA ATLANTA, LLC

By: Brad Serwin

Title: Managh. Ville Assily

DEAN & DELUCA MARKETS, LLC

By: Brad Serwin

Title: Manage-Viu Aosidu

D&D CAFES OF NC, LLC

By: Brad Serwin

Title: Manyer - Vila Rosidet

DEAN & DELUCA INCORPORATED

By: Brad Servin

Title: VILL PRESIDENT

DEAN & DELUCA MADISON AVENUE, INC.

By: Brad Serwon

Title: Via Presidul

DEAN & DELUCA CALL CENTER, INC.

By: Brad Serwing

Title: Uia Prosidit

GAETANO & BARTEAU, INC.

BACCHUS GATE CORPORATION

Address for Notices to Pledgor:

500 Oakville Crossroad Oakville, CA 94562 Attention: General Counsel

and

2416 E. 37th Street North Wichita, KS 67219

-11-

MASTER INDEX OF EXISTING DEAN & DeLUCA Marks / Pending Applications

UNITED STATES

MARK/	DATE	DESCRIPTION
REGISTRATION NO.	REGISTERED	2233111131
"DEAN & DELUCA" (word mark) Reg No 1,369,051 Serial No 73489915	11/05/1985	(International Class No. 21) (Hand-operated kitchen utensils, namely pepper mills, corkscrews, graters, mashers, juicers, rolling pins, whisks, and mixers. (International Class No. 29) Preserved olives, olive spread, olive oil, preserved fruits, preserved chestmuts, preserved tomatoes, nut spreads, nut oils, pickled gherkins, preserved truffles, canned mushrooms, dried mushrooms, fruit jams, mincemeat and dried beans. (International Class No. 30) Raw rice, raw pasta, culinary dried herbs, spices, roasted coffee beans, ground coffee, tea, mustard, vinegar, honey, fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce and plum pudding. (International Class No. 42) Retail food store services.
"DEAN & DELUCA" (word mark) Reg No 2,037,326 Serial No 75096277	02/11/1997	(International Class No. 42) Restaurant services.
"DEAN & DELUCA" (word mark) Reg No 2,095,373 Serial No 75218236	09/09/1997	(International Class No. 30) Pasta sauces, cocoa, chocolate candy.
"DEAN & DELUCA" (word mark)	09/16/1997	(International Class No. 29) Caviar, smoked fish, cheese, dried fruits, dried nuts.

REEL: 003755 FRAME: 0021

Reg No. 2,097,891		
Serial No. 75218235		
"DEAN & DELUCA" (word mark) Reg No 2,109,264 Serial No 75218234	10/28/1997	(International Class No. 21) Serving utensils, namely serving spoons. (International Class No. 8) Flatware, namely, butcher and pruning knives, dessert and salad forks, table forks, table knives, dessert spoons, coffee spoons, tablespoons, fish and cold meat forks, fish forks, fish knives, sauce spoons, mocha spoons, dessert knives, and butter knives.
"DEAN & DELUCA" (word mark) Reg No 2,116,337 Serial No 75218237	11/25/1997	(International Class No. 35) Mail order services featuring fine food and kitchenware.
"DEAN & DELUCA" (word mark) Reg No: Not available Serial No: 77253365	Pending (filed 8/13/07)	(International Class No. 18) Tote bags and picnic tote bags (International Class No. 24) Kitchen towels, potholders (International Class No. 25) Clothing and apparel, namely shirts, T-shirts, hats, aprons, and infant one piece clothing.
"ST. HELENA KITCHENS" Reg No 2,200,481 Serial No 75251647	10/27/1998	(International Class No. 29) Olive oil. (International Class No. 30) Vinegar, mustard, salsas and sauces.
"DEANDELUCA.COM" Reg No 2,625,530 Serial No 75722308	09/24/2002	(International Class No. 35) On-line retail store services featuring fine food and kitchenware.

CANADA

MARK/	DATE	DESCRIPTION	
REGISTRATION	REGISTERED	DESCRIPTION	
NO.	REGISTERED		
"DEAN & DELUCA" TMA421494	12/24/1993	(International Class 30) Gourmet food products, namely herbs and spices, and select preparations for regional specialty dishes comprising rice, lentils, corn and/or beans, and related seasonings and ingredients	
"DEAN & DELUCA *SELECTIONS*" TMA465886	11/7/1996	(International Class 30) Gourmet food products, namely herbs and spices, and select preparations for regional specialty dishes comprising rice, lentils, corn and/or beans, and related seasonings and ingredients	
"DEAN & DELUCA" TMA497729	7/24/1998	(International Class 29, 30 and 32) Wares: (1) Gourmet food products, namely, herbs and spices, and select preparations for regional speciality dishes comprising rice, lentils, corn and/or beans, and related seasonings and ingredients. (2) Cookware, namely pots and pans not made of precious metal, baking dishes and serving dishes not made of precious metal; food storage jars, non-electric coffee percolators and small handoperated kitchen utensils, namely pepper mills, corkscrews, graters, mashers, juicers, rolling pins, whisks, and mixers; preserved olives, olive spread, olive oil, preserved fruits, preserved tomatoes, nut spreads, nut oils, pickled gherkins, preserved truffles, canned mushrooms, dried mushrooms, fruit jams, mincemeat and dried beans; raw rice, raw pasta, culinary dried herbs, spices, roasted coffee beans, ground coffee,	

	,	
		tea, mustard, vinegar, honey,
		fruit syrups used as a topping
		and/or flavoring for foods,
		shortbread, pastries, cookies,
		chocolate sauce and plum
		pudding; smoked and preserved
		meats; fresh meat and fish;
		books. (3) Cookware, namely
		pots and pans not made of
		* * *
		precious metal; baking dishes
		and serving dishes not made of
		precious metal; food storage
		jars, non-electric coffee
		percolators and small hand-
		operated kitchen utensils,
		namely pepper mills,
		corkscrews, graters, mashers,
		juicers, rolling pins, whisks,
		and mixers; preserved olives,
		olive spread, olive oil,
		preserved fruits, preserved
		chestnuts, preserved tomatoes,
		nut spreads, nut oils, pickled
		gherkins, preserved truffles,
		canned mushrooms, dried
		mushrooms, fruit jams,
		mincemeat and dried beans;
		raw rice, raw pasta, culinary
		dried herbs, spices, roasted
		coffee beans, ground coffee,
		tea, mustard, vinegar, honey,
		fruit syrups used as a topping
		and/or flavoring for foods,
		shortbread, pastries, cookies,
		chocolate sauce and plum
		pudding.
		(International Class 42)
		Services: (1) Mail order
		services.
		(2) Retail food store services.
		(2) Retail food store services.
		[Head in CANADA since at
		[Used in CANADA since at
		least as early as 1983 on wares
		(1). Used in UNITED
		STATES OF AMERICA on
		wares (3) and on services (2).
		Registered in UNITED
		STATES OF AMERICA on
		November 5, 1985 under No.
		1,369,051 on wares (3) and on
		services (2).]
"DEAN & DELUCA"	5/3/2004	(International Class 43)
		(
878872		Restaurant services.
0,0012		ACOMMINITORS,
	1	

TMA#609,106		

EUROPEAN UNION (CTM)

MARK/ REGISTRATION NO.	DATE REGISTERED	DESCRIPTION
"DEAN & DELUCA" Registration No: 422063	12/16/1999	(International Class No. 29) Preserved olives, olive spread, olive oil, preserved fruits, preserved chestnuts, preserved tomatoes, nut spreads, nut oils, pickled gherkins, preserved truffles, canned
		mushrooms, dried mushrooms, fruit jams, mincemeat, dried beans, caviar, smoked fish, cheese, dried fruits, dried nuts, salami, roast beef, chicken liver mousse, duck mousse, pork and liver paté, goose liver, sausage, smoked chicken breasts, smoked turkey breasts, smoked ham, smoked Peking duck breasts, ostrich, quail, pheasant, buffalo burgers,
		weisswurst, bratwurst, knockwurst and Vienna sausage. (International Class No. 30) Raw rice, raw pasta, pasta sauces, cornmeal, sugar, culinary dried herbs, spices, roasted coffee beans, ground coffee, tea, mustard, vinegar, honey, fruit syrups used as a topping and/or flavoring
		for foods, shortbread, pastries, cookies, chocolate sauce, plum pudding, cocoa, chocolate candy and barley. (International Class No. 35) Business management consultancy, including assistance and advising in the establishment of retail

"DEAN & DELUCA"	01/03/2007	(International Class No. 6)	
DEAN & DELUCA	01/03/2007	Common metals and their	
4 1: 4: #5725122		alloys; keys; key rings; key	
Application #5725122		fobs; money clips.	
		loos, money chips.	
		(International Class No. 9)	
		Photographic,	
		cinematographic and	
		optical apparatus and	
		instruments; apparatus for	
		recording, transmission or	
		reproduction of sound or	
		images; magnetic data	
		carriers, recording discs;	
		electronic publications	
		(downloadable); interactive	
		computer software;	
		apparatus for searching	
		electronic information	
		from a global computer	
		network or the Internet;	
		computer programs,	
		namely, software linking	
		digitized video and audio	
		media to a global computer	
		information network; CD-	
		ROM games; video and	
		computer game programs;	
		interactive computer game	
		software; interactive	
		entertainment software;	
		video game discs,	
		cartridges and cassettes;	
		consoles for use with	
		computers; downloadable	
		audio and video	
		recordings.	
		(International Class No.	
		(International Class No. 16) Paper; cardboard and	
		goods made from these	
		materials, not included in	
		other classes; printed	
		matter; bookbinding	
		material; photographs;	
		stationery; books,	
		catalogues; brochures; gift	
		boxes; bags made of paper	
		or plastic for packaging;	
		bags of plastics for	
		wrapping foodstuffs;	
		shopping (carrier) bags of	
		paper or plastic.	
		paper of plastic.	
		(International Class No.	
		20) Furniture, mirrors,	

picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics; hampers and baskets.

(International Class No. 21) Household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brushmaking materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes.

(International Class No. 24) Woven and textile products not included in other classes; textile piece goods; fabrics; plastic substitutes for fabrics; bed and table covers; textile articles; furniture covers; cushion covers; cloths; bath linen; household linen; table linen, table napkins of textile, tea towels; oven gloves; bed clothes, bed linen, bedspreads; sleeping bags; pillowcases, covers for quilts and eiderdowns, blinds of textile; coverlets; quilts; eiderdowns; face towels of textile; textile tissues for removing make up; flannels; handkerchiefs of textile; towels of textile; table mats and coasters; traveling rugs, mattress covers, bumpers for cots, dish cloths, curtains, textile wall coverings, mosquito nets, flags, banners.

(International Class 25)
Clothing, footwear,
headgear; aprons; caps;
baseball caps; t-shirts;
sweatshirts.

(International Class 28)
Games and playthings;
decorations for Christmas
trees; Christmas crackers;
Christmas stockings;

Christmas novelties.

(International Class 29) Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats; preserved olives, olive spread, olive oil, preserved fruits, preserved chestnuts, preserved tomatoes, nut spreads, nut oils, pickled gherkins, preserved truffles, canned mushrooms, dried mushrooms, fruit jams, mincemeat, dried beans, caviar, smoked fish, cheese, dried fruits, dried nuts, salami, roast beef, chicken liver mousse, duck mousse, pork and liver pate, goose liver, sausage, smoked chicken breast, smoked turkey breasts, smoked ham, smoked peking duck breast, ostrich, quail, pheasant, buffalo burgers, weisswurst, bratwurst, knockwurst and Vienna sausage.

(International Class 30) Coffee, tea, cocoa, suger, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionary, ices; honey, treacle; yeast, bakingpowder; salt, mustard;

vinegar, sauces (condiments); spices, ice; raw rice, raw pasta, pasta sauces, corn meal, sugar, culinary dried herbs, spices, roasted coffee beans, ground coffee, tea, mustard, vinegar, honey, fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce, plum pudding, cocoa, chocolate candy and barley. (International Class 31) Fresh fruit and vegetables; seeds, natural plants and flowers. (International Class 32) Beers; mineral and aerated waters and other nonalcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages. (International Class 33) Alcoholic beverages (except beers). (International Class 35) Advertising and promotion services; business management; business administration; office functions; retail services in the field of food, drink and homeware; business management consultancy, including assistance and advising in the establishment of retail stores in the field of food; advertising by mail order and the administrative processing of orders in connection with services featuring food and rendered by a mail order company; consultancy, advisory and information services for retail outlets;

demonstration of goods; on-line retail store services featuring food, drink and homeware; on-line shopping services; consumer goods and product browsing services; computerized on-line search and ordering services; all in the field of food, drink and homeware.

(International Class 39) Transport; packaging and storage of goods; travel arrangement; packaging and delivery of food, drink and homeware.

(International Class 41) Education and training; video and audio recording of cooking classes; education in food and nutrition; education services provided via a global computer network; information relating to education and entertainment provided online from a computer database or the Internet; providing on-line publications (nondownloadable); on-line publication of electronic books and journals (nondownloadable); publication of printed media and recordings; organizing of entertainment and social events; booking of entertainment; entertainer services; club entertainment services; audio-visual display presentation services for education and entertainment purposes; organizing of events, exhibitions and shows for education and entertainment purposes; production of audio entertainment; provision of entertainment and

		education services on
		cruise ships; education and
		training services relating to
		the establishment,
		operation, administration,
		management and conduct
		of cookery and nutrition
		courses; arranging,
		planning and conducting of
		conferences, seminars and
		exhibitions; information,
		advice and consultancy
		relating to cookery and
		food preparation,
		consumption of food and
		drink.
		(International Class No.
		43) Services for providing
		food and drink; restaurant,
		café and delicatessen
		services; catering services;
		technical consultancy and
		advising in the
		establishment of retail
		stores in the field of food;
		providing information by
		means of a global
		computer network;
		providing information
		relating to fine food and
		kitchenware; computer
		services relating to the sale
		of goods; all in the field of
		fine food and kitchenware.
"DEANDELUCA.COM"	12/7/1999	(International Class No.
		35)
Registration No: 1413558		Advertising and promotion
		services; consultancy;
		advisory and information
		services for retail outlets;
		demonstration of goods;
		on-line retail store services
		featuring fine food and
		kitchenware; on-line
		shopping services;
		consumer goods and
		product browsing services;
		computerized on-line
		search and ordering
		services; all in the field of
		fine food and kitchenware.
		and look and alterior water.
		(International Class No.
		42)
		Providing information by
	1	110 TRING INTOTHUMON OF

	means of a global	
	computer network;	
	providing information	
	relating to fine food and	
	kitchenware; computer	
	services relating to the sale	
	of goods; all in the field of	
	fine food and kitchenware.	ļ

FRANCE

MARK/	DATE	DESCRIPTION	
REGISTRATION	REGISTERED		
NO.			
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 21)	
Filing No. 08/3552439	1/30/2008	Hand-operated kitchen, serving	
	Registration	and household utensils; namely	
	Pending	pepper mills; corkscrews;	
		graters; mashers; juicers;	
		rolling pins; whisks, and	
		mixers, serving spoons, forks	
		and other utensils; ladles; tongs,	
		servers, spatulas, strainers;	
		pots; cake molds; cake pans; cookware; roasting pans;	
		griddles; poachers; steamers;	
		frying pans; metal cooking	
		pans; pie and pastry pans;	
		saucepans; bowls; salt and	
		pepper shakers; beverage	
		glassware; dinnerware in	
		general; plates; tea kettles;	
		baskets made of wicker; glass storage jars; mugs; baking	
		dishes and serving dishes not	
		made of precious metal; non-	
		electric coffee percolators;	
		skillets; sauté pans; rondeau	
		pan; Dutch oven; woks; stirfry	
		pans; lasagna dishes; au grautin	
		dishes; broil pans; roast rack;	
		turners; strainers not of	
		precious metal; and non-electric steamers.	
		scamers.	
"DEAN & DELUCA"	Filing Date:	(International Class 25)	
Filing No. 08/3552430	1/30/2008	Clathing appearal etc	
Filing No. 08/3552439	Registration	Clothing, apparel, etc.	
	Pending		
"DEAN & DELUCA"	Filing Date:	(International Class 29)	
	1/30/2008		
Filing No. 08/3552439		Preserved olives; olive spread;	
	Registration	olive oil; preserved fruits;	
	Pending	preserved chestnuts; preserved	
		tomatoes; nut spreads; nut oils; pickled gherkins; preserved	
		truffles; canned mushrooms;	
		dried mushrooms; fruit jams;	
		mincemeat; dried beans; caviar;	
		smoked fish; cheese; dried	
		fruits; dried nuts; salami; roast	
		beef; chicken liver mousse;	

_	, ,		,
		duck mousse; pork and liver pate; goose liver; sausage; smoked chicken breasts; smoked turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general; nut butters; oil, including vegetable salad, edible, margarine, shortening; soups, chowders and broth; vegetables, cut fresh, canned or bottled, preserved, dried, frozen; beans; charcuterie; dairy products, including butter, cream milk, yogurt; eggs; condiments, namely, sauces, relishes, glazes and spreads; sushi; tofu; foie gras; and potato chips.	
"DEAN & DELUCA" Filing No. 08/3552439	Filing Date: 1/30/2008 Registration Pending	Rice; pasta; herbs; spices; roasted coffee beans; ground coffee; tea; mustard; vinegar; honey; fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce; plum pudding; pasta sauces; cocoa; chocolate candy; mustard; salsas; sauces; lentils; corn and/or beans; worcester sauce; ketchup; soy sauce; soba soup; salad dressings; mayonnaise; sugar; cooking salt; ground sesame seeds; sandwiches; pizzas; sushi; boxed lunches; confectionery and breads; instant cake and dessert mixes; instant ice cream and sherbet mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capers; and processed grains.	
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 31)	
Filing No. 08/3552439		Unprocessed grains, pollen,	

	Registration Pending	fresh vegetables, sugar crops, seeds, fresh fruits, plants, hops, raw cocoa beans, fish and shellfish for food (live only), seaweeds (fresh only), fresh flowers, dried plants for decoration; agricultural, horticultural and forestry products.
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 32)
Filing No. 08/3552439	Registration Pending	Non alcoholic beverages
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 33)
Filing No. 08/3552439	Registration Pending	Alcoholic beverages
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 35)
Filing No. 08/3552439	Registration Pending	On-line retail store and mail order services featuring fine food and kitchenware
"DEAN & DELUCA"	Filing Date: 1/30/2008	(International Class 43)
Filing No. 08/3552439	Registration Pending	Restaurant and café services

GERMANY

MARK/	DATE	DESCRIPTION
REGISTRATION	REGISTERED	
NO.		
"DEAN & DELUCA"	Filing date of	(International Class 21)
	10/6/1998	
39833315		Household and kitchen utensils
	Purchased from	and containers
	Hans Peter	
	Rosendahl on	
	6/21/2007	
"DEAN & DELUCA"		(International Class 43)
0294415		Catering for guests

MARK/ REGISTRATION NO.	DATE REGISTERED	DESCRIPTION
"REISS SOHN" Application Number DE307 34 244.1/43	Application Date: 04/20/2007	(International Class 29) Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats. (International Class 30) Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice. (International Class 31) Fresh fruits and vegetables; seeds; natural plants and flowers. (International Class 32) Beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices including organic fruit drinks and fruit juices; syrups and other preparations for making

EXHIBIT A - 18 -

	beverages.	
	(International Class 33) Alcoholic beverages (except beers).	
	(International Class 43) Services for providing food and drink; bar and restaurant services; delicatessen services; catering services for the provision of food and drink; preparation of food and drink; information services relating to the aforesaid.	

HONG KONG

MARK/	DATE	DESCRIPTION
APPLICATION NO.	REGISTERED	DESCRIPTION
"DEAN & DELUCA"	5/4/2004	(International Class 21)
DEAN & DELUCA	3/4/2004	(International Class 21) Household utensils, namely,
Application Number:		ladles, spoons, tongs, servers,
300208458		rolling pins, spatulas, turners,
300200430		whisks, strainers; pots; cake
		molds; cake pans; cookware,
		namely, roasting pans, griddles,
		poachers, steamers; frying pans;
		metal cooking pans; pie and
		pastry pans; saucepans; bowls;
		salt and pepper shakers;
		beverage glassware; dinnerware
		in general; plates; tea kettles;
		baskets made of wicker; glass
		storage jars; mugs.
		(International Class 29)
		Poultry, namely, pheasant,
		chicken, squab, capon, goose,
		duck, turkey, pigeon, guinea
		fowl, Cornish hen; meat,
		namely, beef, veal, lamb, pork, prepared meats; fish in general;
		seafood in general; nut butters,
		namely, peanut butter, cashew
		butter, almond butter, filbert
		butter; oil, namely for cooking,
		including vegetable salad,
		edible, margarine, shortening;
		soups, namely, vegetable soup,
		protein soup, bean soup, pureed
		soups, cream soups, legume
		soups, sweet soups, seafood
		soups, chowders, consommés,
		chicken broth, beef broth,
		vegetable broth, demi-glace;
		vegetables, namely, cut fresh,
		canned or bottled, preserved,
		dried, frozen; beans, namely,
		processed, dried, canned; cheese
		in general; caviar; charcuterie;
		dairy products, including butter,
		cream milk, yogurt; eggs; condiments, namely, sauces,
		relishes, glazes and spreads;
		salads except macaroni, rice, and
		pasta salad; entrees consisting
		primarily of meat, fish, poultry
		or vegetables, both frozen and
		freshly prepared; entrees
		consisting primarily of pasta or

		rice, both frozen and freshly prepared. (International Class 30) Sushi; pasta; tea; chocolate; coffee; bread; cereals, namely, processed and breakfast; cookies and biscuits; flour; honey; pastries; rice; processed herbs in general; spices in general; sugar; salads, namely, macaroni, rice and pasta salad; sandwiches; namely meat, cheese, vegetable, fish, egg, combination; beverages, namely, chocolate food beverages not being dairy-based or vegetable based, coffeebased beverage containing milk, grain-based food beverages, herbal food beverages, tea-based beverages with fruit flavoring; crackers; sauces.
"DEAN & DELUCA Application Number: 300171512	3/5/2004	(International Class 35) Retailing of food, retailing of grocery, and mail order services featuring fine food and kitchenware. (International Class 43) Restaurant and café services.

INDIA

MARK/	DATE	DESCRIPTION
REGISTRATION	REGISTERED	
NO.		
"DEAN & DELUCA"	Filing Date: 2/5/2008	(International Class 21)
Application No. 1650145	2/5/2008 Registration Pending	Hand-operated kitchen, serving and household utensils; namely pepper mills; corkscrews; graters; mashers; juicers; rolling pins; whisks, and mixers, serving spoons; ladles; tongs, servers, spatulas, turners, strainers; pots; cake molds; cake pans; cookware; roasting pans; griddles; poachers; steamers; frying pans; metal cooking pans; pie and pastry pans; saucepans; bowls; salt and pepper shakers; beverage glassware; dinnerware in general; plates; tea kettles; baskets made of wicker; glass storage jars; mugs; baking dishes and serving dishes not made of precious metal; non-electric coffee percolators; skillets; sauté pans; rondeaux pan; Dutch oven; woks; stirfry pans; lasagna dishes; au gratin dishes; broil pans; roast rack; turners; strainers not of precious metal; and non-electric steamers.
"DEAN & DELUCA"	Filing Date:	(International Class 25)
Application No. 1650145	2/5/2008 Registration Pending	Clothing, footwear, headgear, apparel, etc.
"DEAN & DELUCA"	Filing Date: 2/5/2008	(International Class 29)
Application No. 1650145	Registration Pending	Preserved olives; olive spread; olive oil; preserved fruits; preserved chestnuts; preserved tomatoes; nut spreads; nut oils; pickled gherkins; preserved truffles; canned mushrooms; dried mushrooms; fruit jams; mincemeat; dried beans; caviar; smoked fish; cheese; dried fruits; dried nuts; salami; roast beef; chicken liver mousse; duck mousse; pork and liver paté; goose liver; sausage; smoked chicken breasts; smoked turkey

		breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general; nut butters; oil, including vegetable salad, edible, margarine, shortening; soups, chowders and broth; vegetables, cut fresh, canned or bottled, preserved, dried, frozen; beans; charcuterie; dairy products, including butter, cream milk, yogurt; eggs; condiments, namely, sauces, relishes, glazes and spreads; sushi; tofu; foie gras; potato chips; and other goods included in this class.
"DEAN & DELUCA"	Filing Date: 2/5/2008	(International Class 30)
Application No. 1650145	Registration Pending	Rice; pasta; herbs; spices; roasted coffee beans; ground coffee; tea; mustard; vinegar; honey; fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce; plum pudding; pasta sauces; cocoa; chocolate candy; mustard; salsas; sauces; lentils; corn and/or beans; worcester sauce; ketchup; soy sauce; soba soup; salad dressings; mayonnaise; sugar; cooking salt; ground sesame seeds; sandwiches; pizzas; sushi; boxed lunches; confectionery and breads; instant cake and dessert mixes; instant ice cream and sherbet mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capers; processed grains, and other goods included in this class.
"DEAN & DELUCA"	Filing Date: 2/5/2008	International Class 31)
Application No. 1650145	Registration Pending	Unprocessed grains, pollen, fresh vegetables, sugar crops, seeds, fresh fruits, plants, hops, raw cocoa beans, fish and shellfish for food (live only), seaweeds (fresh

		only), fresh flowers, dried plants for decoration; agricultural, horticultural and forestry products; and other goods included in this class.	
"DEAN & DELUCA"	Filing Date: 2/5/2008	(International Class 35)	
Application No. 1650145	2/3/2008	On-line retail store and mail order	
	Registration	services featuring fine food and	
	Pending	kitchenware	
"DEAN & DELUCA"	Filing Date:	(International Class 42)	
	2/5/2008		
Application No. 1650145		Restaurant and café services	
	Registration		
	Pending		

JAPAN

MARK/	DATE	DESCRIPTION
REGISTRATION NO.	REGISTERED	
"DEAN & DELUCA"	10/16/1998	(International Class No. 29)
		Meats, edible fish and
4199666		crustaceans (not live), meat
		products and processed marine
		products (other than "dried
		bonito, agar-agar, dried bonito shaves, kelp shaves, dried
		seaweed sheets, dried
		seaweeds, and toasted seaweed
		sheets"), dried bonito, agar-
		agar, dried bonito shaves, kelp
		shaves, dried seaweed sheets,
		dried seaweeds, and toasted
		seaweed sheets, pulses,
		processed vegetables and
		processes fruits, frozen
		vegetables and frozen fruits,
		eggs, processed eggs, dairy products, edible oils and fats,
		curry, stew, and soup mixes,
		fermented edible soybean
		pastes (not for soup), dried
		seaweeds to flavor cooked rice
		and green tea and seasonings
		for cooked rice, fried tofu,
		frozen and dried tofu, konnyaku
		curds, soybean milk, tofu,
		fermented soybeans, protean
		for human consumption, and instant pasta sauces and frozen
		pasta sauces.
"DEAN & DELUCA"	10/16/1998	(International Class No. 30)
22121 CC 2220 CT	10,10,19,0	Coffee and cocoa, coffee beans,
4199667		fermented soybean pastes for
		soup, worcester sauce, ketchup,
		soy sauce, vinegar, vinegar
		essence, soba soup, salad
		dressings, béchamel sauce
		mayonnaise, and barbecue
		sauce, lump sugar, fructose, rock sugar, sugar, maltose,
		honey, glucose for food,
		saccharized starch powder, and
		thickened malt syrup, cooking
		salt mixed with sesame seeds,
		cooking salt, ground sesame
		seeds, and celery salt, artificial
		seasonings, spices, aromatic
		preparation for food (other than
		"essential oils"), rice, husked
	1	oats, husked barley, flour for

food, gluten for food, cereal preparations, potstickers,
sandwiches, shao-mai (Chinese
meat dumplings), pizzas,
octopus dumplings, pork buns,
hamburgers, boxed lunches,
hotdogs, meat pies, ravioli,
confectionery and breads,
instant cake and dessert mixes,
instant ice cream and sherbet
mixes, almond paste, yeast
powder, fermented cereals,
yeast, and baking powder, ice,
binding agents for ice cream,
meat tenderizers for household
purposes, binding agent for
whipped cream, and sake cake.

<u>JAPAN</u> (Registered by Itochu* – Dean & DeLuca Licensee)

MARK/ REGISTRATION NO.	DATE REGISTERED	DESCRIPTION
"DEAN & DELUCA"	10/4/02	(International Class 42)
4609467		Food services
"DEAN & DELUCA"	10/4/02	(International Class 21)
4609466		Cookware, kitchenware, etc.
"DEAN & DELUCA"	9/13/02	(International Class 24)
4604069		Tablecloth, towel, etc.
"DEAN & DELUCA"	8/2/02	(International Class 32)
4591899		Soft drinks, beer, etc.
"DEAN & DELUCA"	8/2/02	International Class 33)
4591900		Alcohol (wines), etc.
"DEAN & DELUCA"	9/13/02	(International Class 25)
4604068		Apparel, etc.
"DEAN & DELUCA"	8/9/02	(International Class 18)
4593894		Bags, totes, etc.
"DEAN & DELUCA"	10/4/02	(International Class 20)

4609465	Displays, furniture, etc.
"DEAN & DELUCA"	(International Class 30)
4199667	Coffee, sugar, cake powder, seasoning, ice cream mixes, salt, sushi, pizza, hotdogs, meat pies, ice, sauces, rice, rice cakes, etc.
"DEAN & DELUCA"	(International Class 29)
4199666	Meat, eggs, soup, tofu, natto, fish, beans, curry, soy milk, etc.
"DEAN & DELUCA"	(International Class 35)
2007-30103	

KUWAIT

MARK/	DATE	DESCRIPTION
REGISTRATION	REGISTERED	DESCRIPTION
NO.	112 010 121122	
"DEAN & DELUCA"	7/30/2007	(International Class 21)
(English and Arabic)		
Application No. 87579		Hand-operated kitchen, serving and household utensils; namely
Application No. 87575		pepper mills; corkscrews; graters;
Registration Pending		mashers; juicers; rolling pins;
		whisks, and mixers, serving
		spoons; ladles; tongs, servers, spatulas, turners, strainers; pots;
		cake molds; cake pans; cookware;
		roasting pans; griddles; poachers;
		steamers; frying pans; metal
		cooking pans; pie and pastry pans; saucepans; bowls; salt and
		pepper shakers; beverage
		glassware; dinnerware in general;
		plates; tea kettles; baskets made
		of wicker; glass storage jars; mugs; baking dishes and serving
		dishes not made of precious
		metal; non-electric coffee
		percolators; skillets; sauté pans;
		rondeaux pan; Dutch oven; woks; stirfry pans; lasagna dishes; au
		grautin dishes; broil pans; roast
		rack; turners; strainers not of
		precious metal; and non-electric
		steamers.
"DEAN & DELUCA"	7/30/1007	(International Class 25)
(English and Arabic)		
A 1' 4' NI 07500		Clothing, apparel, etc.
Application No. 87580		
Registration Pending		
"DEAN & DELUCA"	7/30/2007	(International Class 29)
(English and Arabic)		Preserved olives; olive spread;
Application No. 87581		olive oil; preserved fruits;
1 1		preserved chestnuts; preserved
Registration Pending		tomatoes; nut spreads; nut oils;
		pickled gherkins; preserved
		truffles; canned mushrooms; dried mushrooms; fruit jams;
		mincemeat; dried beans; caviar;
		smoked fish; cheese; dried fruits;
		dried nuts; salami; roast beef;
		chicken liver mousse; duck mousse; pork and liver paté;
		mousse, pork and fiver pate,

"DEAN & DELUCA" (English and Arabic) Application No. 87582 Registration Pending	7/30/2007	goose liver; sausage; smoked chicken breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general; mut butters; oil, including vegetable salad, edible, margarine, shortening; soups, chowders and broth; vegetables, cut fresh, canned or bottled, preserved, dried, frozen; beans; charcuterie; dairy products, including butter, cream milk, yogurt; eggs; condiments, namely, sauces, relishes, glazes and spreads; sushi; tofu; foie gras; potato chips; and other goods included in this class. (International Class 30) Rice; pasta; herbs; spices; roasted coffee beans; ground coffee; tea; mustard; vinegar; honey; fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce; plum pudding; pasta sauces; cocoa; chocolate candy; mustard; salsas; sauces; lentils; corn and/or beans; worcester sauce; ketchup; soy sauce; soba soup; salad dressings; mayonnaise; sugar; cooking salt; ground sesame seeds; sandwiches; pizzas; boxed lunches; confectionery and breads; instant cake and dessert mixes; instant ice cream and sherbet mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capeers; processed grains, and other goods included in this class. International Class 31)
(English and Arabic)	773012001	Unprocessed grains, pollen, fresh
Application No. 87583		vegetables, sugar crops, seeds, fresh fruits, plants, hops, raw

Registration Pending		cocoa beans, fish and shellfish for food (live only), seaweeds (fresh only), fresh flowers, dried plants for decoration; agricultural, horticultural and forestry products; and other goods included in this class.
"DEAN & DELUCA" (English and Arabic) Application No. 87584 Registration Pending	7/30/2007	(International Class 35) On-line retail store and mail order services featuring fine food and kitchenware
"DEAN & DELUCA" (English and Arabic)	7/30/2007	(International Class 43)
		Restaurant and café services
Application No. 87585		
Registration Pending		

MACAU

MARK/	DATE	DESCRIPTION
REGISTRATION NO.	REGISTERED	
"DEAN & DELUCA"	11/21/07	(International Class 21)
Application No: 32509		Hand-operated kitchen,
Registration Pending		serving and household utensils; namely pepper
		mills; corkscrews; graters; mashers; juicers; rolling
		pins; whisks, and mixers,
		serving spoons; ladles;
		tongs, servers, spatulas, turners, strainers; pots;
		cake molds; cake pans;
		cookware; roasting pans;
		griddles; poachers; steamers; frying pans;
		metal cooking pans; pie
		and pastry pans;
		saucepans; bowls; salt and
		pepper shakers; beverage glassware; dinnerware in
		general; plates; tea kettles;
		baskets made of wicker;
		glass storage jars; mugs; baking dishes and serving
		dishes not made of
		precious metal; non-
		electric coffee percolators; skillets; sauté pans;
		rondeaux pan; Dutch oven;
		woks; stirfry pans; lasagna
		dishes; au grautin dishes;
		broil pans; roast rack; turners; strainers not of
		precious metal; and non-
		electric steamers.
"DEAN & DELUCA"	11/21/2007	(International Class 25)
Application No. 32510		Clothing, apparel, etc.
Registration Pending		
"DEAN & DELUCA"	11/21/2007	(International Class 29)
Application No. 32511		Preserved olives; olive
Registration Pending		spread; olive oil; preserved fruits; preserved chestnuts;
- 105154 and 1 chang		preserved tomatoes; nut
		spreads; nut oils; pickled
		gherkins; preserved

truffles; canned	
mushrooms; dried	
mushrooms; fruit jams;	
mincemeat; dried beans;	
caviar; smoked fish;	
cheese; dried fruits; dried	
nuts; salami; roast beef;	
chicken liver mousse; duck	
mousse; pork and liver	
patė; goose liver; sausage;	
smoked chicken breasts;	
smoked turkey breasts;	
smoked ham; smoked	
Peking duck breasts;	
ostrich; quail; pheasant;	
buffalo burgers;	
weisswurst; bratwurst;	
knockwurst; Vienna	
sausage; poultry in general;	
meat in general; fish in	
general; seafood in	
general; nut butters; oil,	
including vegetable salad,	
edible, margarine,	
shortening; soups,	
chowders and broth;	
vegetables, cut fresh,	
canned or bottled,	
preserved, dried, frozen;	
beans; charcuterie; dairy	
products, including butter,	
cream milk, yogurt; eggs;	
condiments, namely,	
sauces, relishes, glazes and	
spreads; sushi; tofu; foie	
gras; potato chips; and	
other goods included in	
this class.	
"DEAN & DELUCA" 11/21/2007 (International Class 30)	
Application No. 32512 Rice; pasta; herbs; spices;	
roasted coffee beans;	
Registration Pending ground coffee; tea;	
mustard; vinegar; honey;	
fruit syrups used as a	
topping and/or flavoring	
for foods, shortbread,	
pastries, cookies, chocolate	
sauce; plum pudding; pasta	
sauces; cocoa; chocolate	
candy; mustard; salsas;	
sauces; lentils; corn and/or	
beans; worcester sauce;	
ketchup; soy sauce; soba soup; salad dressings;	

		mayannaisa: augam	J
		mayonnaise; sugar; cooking salt; ground	
		sesame seeds; sandwiches;	
		pizzas; sushi; boxed	
		lunches; confectionery and	
		breads; instant cake and	
		dessert mixes; instant ice	
		cream and sherbet mixes;	
		almond paste; yeast;	
		baking powder; bread; cereals; flour; sugar;	
		salads, namely, macaroni,	
		rice and pasta salad;	
		beverages; crackers; herbal	
		drinks; crepes; capers;	
		processed grains, and other	
		goods included in this	
		class.	
"DEAN & DELUCA"	11/21/2007	International Class 31)	
Application No. 32513		Unprocessed grains,	
		pollen, fresh vegetables,	
Registration Pending		sugar crops, seeds, fresh	
		fruits, plants, hops, raw	
		cocoa beans, fish and	
		shellfish for food (live	
		only), seaweeds (fresh only), fresh flowers, dried	
		plants for decoration;	
		agricultural, horticultural	
		and forestry products; and	
		other goods included in	
		this class.	
"DEAN & DELUCA"	11/21/2007	(International Class 35)	
Application No. 32514		On-line retail store and	
		mail order services	
Registration Pending		featuring fine food and	
		kitchenware	
"DEAN & DELUCA"	11/21/2007	(International Class 43)	
Application No. 32515		Restaurant and café services	
Registration Pending		301 11003	

MADRID PROTOCOL

MARK	DATE	DESCRIPTION	
	APPLICATION CERTIFIED		
"DEAN & DELUCA" Covering the following countries: Antigua and Barbuda Australia China Czech Republic Hungary Iceland Morocco Monaco	3/2/04 (Application registered Oct. 14, 2004)	(International Class No. 21) Pots and pans not made of precious metal, baking dishes and serving dishes not made of precious metal, food storage jars, non-electric coffee percolators and small hand-operated kitchen utensils, namely pepper mills, corkscrews, graters, mashers, juicers, rolling pins, whisks, and mixers; serving	
Norway Poland Russian Federation Singapore ** Switzerland Syrian Arab Republic (designated 8/2/2006 and accepted 1/17/2008) Turkey NOTE:		utensils, namely serving spoons. (International Class No. 29) Preserved olives, olive spread, olive oil, preserved fruits, preserved chestnuts, preserved tomatoes, nut spreads, nut oils, pickled gherkins, preserved truffles, canned mushrooms, dried mushrooms, fruit jams, mincemeat and dried beans; caviar, smoked fish, cheese, dried	
Subsequent Designation filed 8/2/06 for the following countries: Bahrain Iran Vietnam Reg No. 0832898		fruits, dried nuts. (International Class No. 30) Raw rice, raw pasta, culinary dried herbs, spices, roasted coffee beans, ground coffee, tea, mustard, vinegar, honey, fruit syrups used as a topping and/or flavoring for foods, shortbread, pastries, cookies, chocolate sauce and plum pudding; pasta sauces, cocoa, chocolate candy.	
		(International Class No. 35) Mail order services featuring fine food and kitchenware; retail food stores services. (International Class No. 43) Restaurant services.	

SINGAPORE** (Under Madrid Protocol; take same renewal dates as Madrid Protocol, not separately for Singapore)

MARK/	DATE	DESCRIPTION
APPLICATION	REGISTERED	
NO.		
"DEAN & DELUCA"	Application filed	International Classes:
	9/9/05	
T04/17104A		21, 29, 30, 35 & 43
TO4/17105Z	Registered	
TO4/17106H	9/9/2005	
T04/17107F		
T04/17108D	Reg. No. 832898	

MALAYSIA

MARK/	DATE	DESCRIPTION
APPLICATION NO.	REGISTERED	
NO.		
"DEAN & DELUCA"	5/14/2004	(International Class No. 43)
2004-06477		Restaurant and café services;
Registration No.	Registered	all included in Class 43.
04006477	1/14/06	
	Registration Date: 5/14/04	
"DEAN & DELUCA	5/14/2004	International Class No. 35)
2004-06478		Mail order services featuring fine food and kitchenware;
Registration No.	Registered	retail food store services, all
04006478	2/10/06 Registration	included in Class 35.
	Date: 5/14/04	
"DEAN & DELUCA	5/14/2004	International Class No. 30
2004-06479		Sushi; pasta; tea; chocolate;
Registration No.	Registered	coffee; bread; cereals, namely, processed and breakfast;
04006479	1/19/06 Registration	cookies and biscuits; flour; honey; pastries; rice; processed
	Date:	herbs in general; spices in
	5/14/04	general; sugar; salads, namely, macaroni, rice and pasta salad;
		sandwiches; namely meat,
		cheese, vegetable, fish, egg, combination; beverages,
		namely, chocolate food
		beverages not being dairy- based or vegetable based,
		coffee-based beverage
		containing milk, grain-based
		food beverages, herbal food beverages, tea-based beverages
		with fruit flavoring; crackers;
"DEAN & DELUCA	5/14/2004	sauces; all included in Class 30. (International Class No. 29)
Registration No.		Poultry, namely, pheasant,
04006480		chicken, squab, capon, goose,
		duck, turkey, pigeon, guinea
		fowl, Cornish hen; meat, namely, beef, veal, lamb, pork,

		prepared meats; fish in general; seafood in general; nut butters, namely, peanut butter, cashew butter, almond butter, filbert butter; oil, namely for cooking, including vegetable salad, edible, margarine, shortening; soups, namely, vegetable soup, protein soup, bean soup, pureed soups, cream soups, legume soups, sweet soups, seafood soups, chowders, consommés, chicken broth, beef broth, vegetable broth, demi-glace; vegetables, namely, cut fresh, canned or bottled, preserved, dried, frozen; beans, namely, processed, dried, canned; cheese in general; caviar; charcuterie; dairy products, including butter, cream milk, yogurt; eggs; condiments, namely, sauces, relishes, glazes and spreads; salads except macaroni, rice, and pasta salad; entrees consisting primarily of meat, fish, poultry or vegetables, both frozen and freshly prepared; all included in Class
"DEAN & DELUCA	5/14/2004	29. (International Class 21)
2004-06481 Registration No. 04006481	Registered 5/14/04	Household utensils, namely, ladles, spoons, tongs, servers, rolling pins, spatulas, turners, whisks, strainers; pots; cake molds; cake pans; cookware, namely, roasting pans, griddles, poachers, steamers; frying pans; metal cooking pans; pie and pastry pans; saucepans; bowls; salt and pepper shakers; beverage glassware; dinnerware in general; plates; tea kettles; baskets made of wicker; glass storage jars; mugs; all included in Class 21.

RUSSIA

MARK/	DATE	DESCRIPTION
REGISTRATION	REGISTERED	
NO.		
"DEAN & DELUCA"	Filing Date:	(International Class 21)
Application No: 2007734631	11/8/2007	Hand-operated kitchen, serving and household utensils; namely pepper mills; corkscrews; graters; mashers; juicers; rolling pins; whisks, and mixers, serving spoons; ladles; tongs, servers, spatulas, turners, strainers; pots; cake molds; cake pans; cookware; roasting pans; griddles; poachers; steamers; frying pans; metal cooking pans; pie and pastry pans; saucepans; bowls; salt and pepper shakers; beverage glassware; dinnerware in general; plates; tea kettles; baskets made of wicker; glass storage jars; mugs; baking dishes and serving dishes not made of precious metal; non-electric coffee percolators; skillets; sauté pans; rondeaux pan; Dutch oven; woks; stirfry pans; lasagna dishes; au grautin dishes; broil pans; roast rack; turners; strainers not of precious metal; and non-electric steamers.
"DEAN & DELUCA"	Filing Date:	(International Class 25)
Application No: 2007734631	11/8/2007	Clothing, apparel, etc.
"DEAN & DELUCA" Application No: 2007734631	Filing Date: 11/8/2007	(International Class 29) Preserved olives; olive spread; olive oil; preserved fruits; preserved chestnuts; preserved tomatoes; nut spreads; nut oils; pickled gherkins; preserved truffles; canned mushrooms; dried mushrooms; fruit jams; mincemeat; dried beans; caviar; smoked fish; cheese; dried fruits; dried nuts;

salami; roast beef; chicken liver mousse; duck mousse; pork and liver patê; goose liver; sausage; smoked chicken breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general; nut butters; oil, including	
pork and liver pate; goose liver; sausage; smoked chicken breasts; smoked turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
liver; sausage; smoked chicken breasts; smoked turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
liver; sausage; smoked chicken breasts; smoked turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
chicken breasts; smoked turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
turkey breasts; smoked ham; smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
smoked Peking duck breasts; ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
ostrich; quail; pheasant; buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
buffalo burgers; weisswurst; bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
bratwurst; knockwurst; Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
Vienna sausage; poultry in general; meat in general; fish in general; seafood in general;	
general; meat in general; fish in general; seafood in general;	
in general; seafood in general;	
nut butters; oil, including	
vegetable salad, edible,	
margarine, shortening; soups,	
chowders and broth;	
vegetables, cut fresh, canned	
or bottled, preserved, dried,	
frozen; beans; charcuterie;	
dairy products, including	
butter, cream milk, yogurt;	
eggs; condiments, namely,	
sauces, relishes, glazes and	
spreads; sushi; tofu; foie gras;	
potato chips; and other goods	
included in this class.	
"DEAN & DELUCA" Filing Date: (International Class 30)	
11/8/2007	
Application No: Rice; pasta; herbs; spices;	
2007734631 roasted coffee beans; ground	
coffee; tea; mustard; vinegar;	
honey; fruit syrups used as a	
topping and/or flavoring for	
foods, shortbread, pastries,	
cookies, chocolate sauce;	
plum pudding; pasta sauces;	
cocoa; chocolate candy;	
mustard; salsas; sauces;	
lentils; corn and/or beans;	
worcester sauce; ketchup; soy	
sauce; soba soup; salad	
dressings; mayonnaise; sugar;	
cooking salt; ground sesame	
seeds; sandwiches; pizzas;	
sushi; boxed lunches;	
confectionery and breads;	
instant cake and dessert	
mixes; instant ice cream and	
sherbet mixes; almond paste;	
yeast; baking powder; bread;	
cereals; flour; sugar; salads,	
namely, macaroni, rice and	
pasta salad; beverages;	
crackers; herbal drinks;	

		crepes; capers; processed grains, and other goods included in this class.
"DEAN & DELUCA"	Filing Date: 11/8/2007	International Class 31)
Application No: 2007734631		Unprocessed grains, pollen, fresh vegetables, sugar crops, seeds, fresh fruits, plants, hops, raw cocoa beans, fish and shellfish for food (live only), seaweeds (fresh only), fresh flowers, dried plants for decoration; agricultural, horticultural and forestry products; and other goods included in this class.
"DEAN & DELUCA"	Filing Date: 11/8/2007	(International Class 35)
Application No: 2007734631		On-line retail store and mail order services featuring fine food and kitchenware
"DEAN & DELUCA"	Filing Date: 11/8/2007	(International Class 43)
Application No: 2007734631		Restaurant and café services

SOUTH KOREA

MADIZ	DATE	DESCRIPTION
MARK/	DATE	DESCRIPTION
APPLICATION	REGISTERED	
NO.		
"DEAN & DELUCA"	Application filed	(International Class 16)
	1/27/2004	
40-2004-3240		Books, magazines, newspaper,
	Registered	recipe box, cigar bands,
	5/17/2005	adhesives for household purpose
	Reg. No. 618295	(excluding those for stationery purposes), garbage bag of paper
	Keg. No. 010293	or plastic, aluminum foil; plates
		of paper or cardboard, and labels
		(not of textiles); flags of paper,
		pennants of paper, flower-pot
		covers of paper, indoor aquaria
		tanks (except for structure),
		embroidery designs (patterns),
		paper, stationery), insect
		collecting boxes, food storage
		wraps, boxes of cardboard or
		paper, bags of paper or plastics
		for packaging, indoor ornaments of paper, brushes for
		decorational pottery, office
		machines and apparatus, printing
		type, sealing wax, Korean
		playing cards, babies' diapers of
		paper and cellulose (disposable),
		rosaries, printed mater, pictures
		and calligraphies, figurines
		(statuettes) of papier mache,
		photographs, models and
		modelling materials, and other
"DEAN & DELUCA"	Application filed	goods included in this class. (International Class 29)
DEAN & DELUCA	1/27/2004	(International Class 29)
40-2004-3241	112112007	Foie gras, beans, frozen
	Registered	vegetables, processed vegetables
	10/17/05	and fruits, bean curds, frozen
	Registration No.	fruits, potato chips, meat, eggs
	635456	and processed eggs, meat
		products, milk products, edible
		oils and fats, fish and shellfish
		for food (not live), processed
		seaweeds (not live), processed marine and aquatic products, and
		other goods included in this
		class.
		Cittos.
"DEAN & DELUCA"	Application filed	(International Class 30)
	1/27/2004	(
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40-2004-3242		Hambal Anialra ananaa aar	
TU-2004-3242	Registered	Herbal drinks, crepes, savory, sourdough, threshed grains and	
	10/17/05	flour for food, almond paste,	
	Registration No. 635457	capers, processed grains, yeast, malt for food, confectionery and	
	033437	bread, sugar for food, rice cakes,	
		sauce, chemical seasonings,	
		vinegar, spices, salt, tea, coffee and cocoa beverages, ice,	
		gravies, meat tenderizers for	
		household purposes, binding	
		agents for ice creams, preparations for stiffening	
		whipped cream, and other goods	
		included in this class.	
"DEAN & DELUCA"	Registered	(International Class 30) Licorice	
	02/28/2007	(confectionary), sherbet, candy	
	Registration No.	for food, ice cream, chocolate, cookies, pastries, gingerbread,	
	700396	bread.	
"DEAN & DELUCA"	Application filed 1/27/2004	(International Class 31)	
40-2004-3243	1/2//2004	Unprocessed grains, pollen,	
	Registered	fresh vegetables, sugar crops,	
	10/17/05 Registration No.	copra, malt for brewing and distilling, animal foodstuffs,	
	635456	(sic) seeds, fresh fruits, plants,	
		hops, raw cocoa beans, fertilized	
		eggs for hatching, beasts and birds (live only), insects (live	
		only), fish and shellfish for food	
		(live only), seaweeds (fresh	
		only), sand for pets, logs, rough cork, leaves of coconut trees,	
		Christmas trees (made of Natural	
		trees), garland of fresh flowers for marriages and funerals, live	
		fishing bait, dried plants for	
		decoration, silkworm;	
		agricultural, horticultural and forestry products; and other	
		goods included in this class.	
"DEAN & DELUCA"	Application filed	(International Class 32)	
	1/27/2004		
40-2004-3244	Registered 2/17/06	Non-alcoholic wine, herbal drinks, vegetable juice for	
	Registered 2/1//00	beverages, extracts of hops for	
	Registration No.	making beer, soft drinks, mineral	
	651848	water (not for medical purposes), beer, syrup and other	
		preparations for making	
		beverages, and other good	
		included in this class.	

"DEAN & DELUCA"	Application filed 2/10/2004	(International Class 3)
40-2004-5707	2/10/2004	Kitchen soaps, skin moisturizers,
	Registered 8/17/05	flavorings for food (essential
		oils), antistatic preparations and
	Reg. No. 628295	degreasers for household
		purposes, fabric softeners, bleaching preparations for
		laundry use, cosmetics,
		perfumery, incense, makeup
		sets, soaps, dentifrices, shoe
		polishes, shoe wax, polishing
		agents, emery, corundum, abrasives, abrasive materials,
		and other goods included in this
		class.
"DEAN & DELUCA"	Application filed	(International Class 8)
40.004.5500	2/10/2004	
40-2004-5708	Degistered 2/2/05	Paring knives, chef's knives, carving knives, utility knives,
	Registered 3/2/05	bread knives, cleaver knives,
	Registration No.	boning knives, clam knives,
	609995	oyster knives, plastic sheaths for
		knives and cutlery, knife
		sharpening stones, steak knives,
		bench knives, palette knives, dipping forks for chocolate
		making, mandolins, grade
		manger sets, zester, baller,
		peeler, wedger, pitter and
		other goods included in this
"DEAN & DELUCA"	2/10/2004	class. (International Class 21)
DEAN & DELUCA	2/10/2004	(International Class 21)
40-2004-5709		Skillet, sauté pan, rondeaux pan,
	Registered 6/28/05	sauce pan, sauce pots, Dutch
	Dog No 292400	oven, casserole, stock pot, woks,
	Reg. No. 383499	stirfry pans, lids for pans not of precious metal, lids for pots not
		of precious metal, fish poachers,
		roasters, lasagna dishes, au
		grautin dishes, broil pans, roast
		rack and other goods included in this class.
"DEAN & DELUCA"	Application filed	(International Class 43)
DELII, WELLOOM	5/10/2005	(International Class 15)
2005-10727		Canteens, tea rooms, restaurants,
	Registered 3/22/06	restaurant chain services,
	Dog No 120627	bakeries, cafes and cafeterias
	Reg. No. 129637	

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MARK/	DATE	DESCRIPTION
APPLICATION	APPLICATIO	
NO.	N FILED	
"DEAN & DELUCA"	5/4/2004	(International Class 21)
093020253	Registered	Household utensils, namely,
	effective 2/1/2005	ladles, spoons, tongs, servers,
	T	rolling pins, spatulas, turners,
	Registration No.	whisks, strainers; pots; cake
	1140025	molds; cake pans; cookware,
	Serial No.	namely, roasting pans, griddles, poachers, steamers; frying pans;
	093020253	metal cooking pans; pie and
	073020233	pastry pans; saucepans; bowls;
		salt and pepper shakers; beverage
		glassware; dinnerware in general;
		plates; tea kettles; baskets made
		of wicker; glass storage jars;
		mugs; all included in Class 21.
		(International Class 29)
		Poultry, namely, pheasant,
		chicken, squab, capon, goose,
		duck, turkey, pigeon, guinea fowl,
		Cornish hen; meat, namely, beef,
		veal, lamb, pork, prepared meats;
		fish in general; seafood in
		general; nut butters, namely,
		peanut butter, cashew butter,
		almond butter, filbert butter; oil, namely for cooking, including
		vegetable salad, edible,
		margarine, shortening; soups,
		namely, vegetable soup, protein
		soup, bean soup, pureed soups,
		cream soups, legume soups, sweet
		soups, seafood soups, chowders,
		consommés, chicken broth, beef
		broth, vegetable broth, demi-
		glace; vegetables, namely, cut
		fresh, canned or bottled, preserved, dried, frozen; beans,
		namely, processed, dried, canned;
		cheese in general; caviar;
		charcuterie; dairy products,
		including butter, cream milk,
		yogurt; eggs; condiments,
		namely, sauces, relishes, glazes
		and spreads; salads except
		macaroni, rice, and pasta salad;
		entrees consisting primarily of
		meat, fish, poultry or vegetables,
		both frozen and freshly prepared;

		entrees consisting primarily of
		pasta or rice, both frozen and
		freshly prepared.
		(International Class 30)
		Sushi; pasta; tea; chocolate;
		coffee; bread; cereals, namely,
		processed and breakfast; cookies
		and biscuits; flour; honey;
		pastries; rice; processed herbs in
		general; spices in general; sugar;
		salads, namely, macaroni, rice
		and pasta salad; sandwiches;
		namely meat, cheese, vegetable,
		fish, egg, combination; beverages,
		namely, chocolate food beverages
		not being dairy-based or
		vegetable based, coffee-based
		beverage containing milk, grain-
		based food beverages, herbal food
		beverages, tea-based beverages
		with fruit flavoring; crackers;
		sauces.
		(International Class 35)
		Mail order services featuring fine
		food and kitchenware; retail food
		store services.
		(Intermetical Class 42)
		(International Class 43)
"DEAN & DELLICA"	Pagistration Date:	Restaurant and café services.
"DEAN & DELUCA"	Registration Date: ??	(International Class 18)
005060778	1 11	Handbags, tote bags, shopping
095060778	Pag No	bags, wine tote bags, totes,
11/2/2007: Application	Reg. No. 1288743	wallets, makeup bags, walking sticks
approved, registration	1200/43	SHUAS
certificate should be		(International Class 25) Apparel,
issued shortly, then 3-		sports apparel, belts for clothing
month publication period		sports apparet, octrs for crouning
month phoneation period		(International Class 32) Beers,
		non-alcoholic beverages, sports
		drinks, vegetable juice
		drinks, regemble juice
		(International Class 33)
		Alcoholic beverages (other than
		beers), liquors and wines
		occis), ilquois and wines

THAILAND

MARK/	DATE	DESCRIPTION
APPLICATION	APPLICATION	
NO.	FILED	
"DEAN & DELUCA"	5/18/2004	(International Class 21)
552449	Registered effective 5/13/04	Ladles; servers; rolling pins; spatulas being kitchen utensils; turners; non-electric whisks not
	Reg. No. Kor216169	of precious metal; strainers not of precious metal; pots not of precious metal; cake molds; pans; griddles; poachers; non-electric steamers; bowls not of precious metal; salt and pepper shakers not of precious metal; beverage glassware; plates not of precious metal; tea kettles, non-electric; baskets, for domestic use, not of precious metal; glass storage jars; mugs not of precious metal. (International Class 30)
		Sushi; pasta; tea; chocolate; coffee; bread; cereals, namely, processed and breakfast; cookies and biscuits; flour; honey; pastries; rice; processed herbs in general; spices in general; sugar; salads, namely, macaroni, rice and pasta salad; sandwiches; namely meat, cheese, vegetable, fish, egg, combination; beverages, namely, chocolate food beverages not being dairy-based or vegetable based, coffee-based beverage containing milk, grain-based food beverages, herbal food beverages, tea-based beverages with fruit flavoring; crackers; sauces
		(International Class 35) Mail order services featuring fine food and kitchenware; retail food store services. (International Class 43) Restaurant and café services.

"DEAN & DELUCA"	5/13/2004	(International Class 29)	
552450	Registered effective 5/13/04 Reg. No. Kor218371	Poultry (not live); meat; fish (not live); nut butter; edible oil; soups; canned vegetables; bottles vegetables; preserved vegetables; dried vegetables; frozen vegetables; processed beans; dried beans; canned beans; milk products; butter; cream (dairy products) milk; yogurt; processed seafoods; cooked seafoods; dried seafoods; canned seafoods; cheese in general; caviar; charcuterie; eggs; salads consisting primarily of fruits, vegetables, meat, fish or seafoods; entrees consisting primarily of meat, fish, poultry or vegetables, both frozen and freshly prepared.	
"DEAN & DELUCA" 552451	5/13/2004 Registered effective 5/13/04 Reg. No. Kor218372	(International Class 30) Sushi; pasta; tea; chocolate; coffee; bread; cereals, namely, processed and breakfast; cookies and biscuits; flour for food; honey; pastries; rice; processed herbs in general; spices in general; sugar; macaroni salads; rice salads; sandwiches; namely meat, cheese, vegetable, fish, egg, combination; chocolate-based beverages; coffee-based beverages containing milk; teabased beverages with fruit flavoring; crackers; sauces; entrée consisting primarily of pasta or rice, both frozen and freshly prepared; condiments other than essential oils.	
"DEAN & DELUCA"	5/13/2004	(International Class 43)	
552452	Registered effective	Restaurant services; café	

	5/13/04	services.
	Reg. No. Bor25566	
"DEAN & DELUCA'	5/14/2004	(International Class 35)
552591		Mail order services; the bringing together, for the benefit of others, of a variety of goods enabling customers to conveniently view and purchase those goods; business management relating to retail of household or kitchen utensils and containers, foods and beverages.

UNITED ARAB EMIRATES (UAE)

MARK/	DATE	DESCRIPTION
REGISTRATION NO.	REGISTERED	
"DEAN & DELUCA" (English and Arabic)	7/29/2007	(International Class 21)
Application No. 98053		Hand-operated kitchen, serving and household utensils; namely pepper mills; corkscrews;
Registration Pending		graters; mashers; juicers; rolling pins; whisks, and mixers, serving spoons; ladles; tongs, servers, spatulas, turners, strainers; pots; cake molds; cake pans; cookware; roasting pans; griddles; poachers; steamers; frying pans; metal cooking pans; pie and pastry pans; saucepans; bowls; salt and pepper shakers; beverage glassware; dinnerware in general; plates; tea kettles; baskets made of wicker; glass storage jars; mugs; baking dishes and serving dishes not made of precious metal; non- electric coffee percolators; skillets; sauté pans; rondeaux pan; Dutch oven; woks; stirfry pans; lasagna dishes; au grautin dishes; broil pans; roast rack; turners; strainers not of precious metal; and non-electric steamers.
"DEAN & DELUCA" (English and Arabic) Application No. 98054 Registration Pending	7/29/2007	(International Class 25) Clothing, apparel, etc.
"DEAN & DELUCA" (English and Arabic) Application No. 98055 Registration Pending	7/29/2007	(International Class 29) Preserved olives; olive spread; olive oil; preserved fruits; preserved chestnuts; preserved tomatoes; nut spreads; nut oils; pickled gherkins; preserved truffles; canned mushrooms; dried mushrooms; fruit jams; mincemeat; dried beans; caviar; smoked fish; cheese; dried fruits; dried nuts; salami; roast

EXHIBIT A - 49 -

		,		
			beef; chicken liver mousse;	
			duck mousse; pork and liver	
			patė; goose liver; sausage;	
			smoked chicken breasts;	
			smoked turkey breasts; smoked	
			ham; smoked Peking duck	
			breasts; ostrich; quail; pheasant;	
			buffalo burgers; weisswurst;	
			bratwurst; knockwurst; Vienna	
			sausage; poultry in general;	
			meat in general; fish in general;	
			seafood in general; nut butters;	
			oil, including vegetable salad,	
			edible, margarine, shortening;	
			soups, chowders and broth;	
			vegetables, cut fresh, canned or	
			bottled, preserved, dried,	
			frozen; beans; charcuterie;	
			dairy products, including butter,	
			cream milk, yogurt; eggs;	
			condiments, namely, sauces,	
			relishes, glazes and	
			spreads; sushi; tofu; foie gras;	
			potato chips; and other goods	
			included in this class.	
"DEAN & DELUCA"	7/29/2007		(International Class 30)	
(English and Arabic)				
			Rice; pasta; herbs; spices;	
Application No. 98060			roasted coffee beans; ground	
1 ppireudon 110. 30000			coffee; tea; mustard; vinegar;	
Docistration Danding				
Registration Pending			honey; fruit syrups used as a	
			topping and/or flavoring for	
			foods, shortbread, pastries,	
			cookies, chocolate sauce; plum	
			pudding; pasta sauces; cocoa;	
			chocolate candy; mustard;	
			salsas; sauces; lentils; corn	
			and/or beans; worcester sauce;	
			ketchup; soy sauce; soba soup;	
			salad dressings; mayonnaise;	
			sugar; cooking salt; ground	
			sesame seeds; sandwiches;	
			pizzas; boxed lunches;	
			confectionery and breads;	
	1		instant cake and dessert mixes;	
			instant ice cream and sherbet	
			mixes; almond paste; yeast;	
			mixes; almond paste; yeast;	
			mixes; almond paste; yeast; baking powder; bread; cereals;	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely,	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad;	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capers;	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capers; processed grains, and other	
			mixes; almond paste; yeast; baking powder; bread; cereals; flour; sugar; salads, namely, macaroni, rice and pasta salad; beverages; crackers; herbal drinks; crepes; capers;	

"DEAN & DELUCA"	7/29/2007	International Class 31)
(English and Arabic)		
		Unprocessed grains, pollen,
Application No. 98056		fresh vegetables, sugar crops,
		seeds, fresh fruits, plants, hops,
Registration Pending		raw cocoa beans, fish and
		shellfish for food (live only),
		seaweeds (fresh only), fresh
		flowers, dried plants for
		decoration; agricultural,
		horticultural and forestry
		products; and other goods included in this class.
		included in this class.
"DEAN & DELUCA"	7/29/2007	(International Class 35)
(English and Arabic)	772372007	(2000)
		On-line retail store and mail
Application No. 98057		order services featuring fine
		food and kitchenware
Registration Pending		
"DEAN & DELUCA"	7/29/2007	(International Class 43)
(English and Arabic)		
A 1: 4: N. 00070		Restaurant and café services
Application No. 98058		
Registration Pending		

RECORDED: 04/08/2008