

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lisy Corp.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Huff Hispanic Food Holdings, LLC
Street Address:	67 Park Place, 8th Floor
Internal Address:	c/o WRH Partners II, LLC
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85777083	EL ISLEÑO
Registration Number:	2440877	EL ISLENO
Registration Number:	3164738	EL REVENTÓN
Registration Number:	2594378	ORALE!
Registration Number:	2475936	ORALE!
Registration Number:	3026433	CACHITA SPICES
Registration Number:	2685887	MEXICO Lindo
Registration Number:	2424650	LISY
Registration Number:	2435880	JAL-MEX

CORRESPONDENCE DATA

Fax Number: 6126428407
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-672-8331

OP \$240.00 85777083

Email: debra.dix@maslon.com
Correspondent Name: John W. Provo
Address Line 1: 90 South 7th Street, Ste 3300
Address Line 2: Maslon Law Firm
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	2011-0545
NAME OF SUBMITTER:	John W. Provo
Signature:	/John W. Provo/
Date:	12/13/2012
Total Attachments: 3 source=20110545[2012-12-13 13-43-41]#page1.tif source=20110545[2012-12-13 13-43-41]#page2.tif source=20110545[2012-12-13 13-43-41]#page3.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "**Assignment**") is made and entered into this 30th day of November, 2012, by and between Lisy Corp, a Delaware Corporation, with a principal address of 67 Park Place, 8th Floor, c/o WRH Partners II, LLC, Morristown, NJ 07960 ("**Assignor**"), and Huff Hispanic Food Holdings, LLC, a Delaware limited liability company, with a principal address of 67 Park Place, 8th Floor, c/o WRH Partners II, LLC, Morristown, NJ 07960 ("**Assignee**"). Assignor and Assignee may be referred to in this Assignment individually as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks as described on Schedule 1 attached hereto (the "**Trademarks**"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

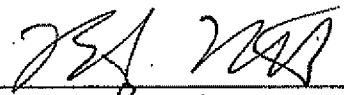
2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.

3. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws of the State of Delaware, United States, without regard to conflicts-of-law principles that would require the application of any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which

are directly or indirectly controlled or influenced by the undersigned, to transfer the trademarks.

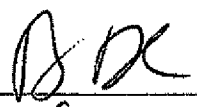
IN WITNESS WHEREOF, the undersigned has signed this assignment as of the 30th day of November, 2012.

ASSIGNOR:

By: 
Its: President

ACKNOWLEDGED AND AGREED TO BY:

ASSIGNEE:

By: 
Its: Owner

SCHEDULE 1

Description of Trademarks

<u>Name</u>	<u>Registration/Serial Number</u>
EL ISLEÑO	85777083
EL ISLENO	2440877
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