

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHO-PAT, INC.		03/24/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Middleton Holdings, LLC		
Doing Business As:	DBA CHO-PAT		
Street Address:	Unit #6, Lipponcott Lane		
City:	Mount Holly		
State/Country:	NEW JERSEY		
Postal Code:	08060		
Entity Type:	limited liability company:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1182821	CHO-PAT	
CORRESPONDENCE DATA			
Fax Number:	(215)665-1536		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.246.3154		
Email:	kmdougherty@pelino.com		
Correspondent Name:	Katrina Dougherty		
Address Line 1:	1650 Market Street, 32nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7393		
NAME OF SUBMITTER:	Katrina M. Dougherty		
Signature:	/s/		
Date:	04/12/2005		

Total Attachments: 3

**TRADEMARK
 REEL: 003064 FRAME: 0798**

OP \$40.00 1182821

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into and effective this 24th day of March, 2005, by and between CHO-PAT, INC., a Delaware corporation (hereinafter "Assignor"), and MIDDLETON HOLDINGS, LLC, a New Jersey limited liability company (hereinafter "Assignee").

WITNESSETH:

WHEREAS, Assignor owns that certain U.S. registered trademark as specifically set forth on Exhibit A attached hereto (the "Trademark"); and

WHEREAS, Assignee desires to acquire such Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademark to Assignee;


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademark together with that part of the goodwill of the business connected with the use of and symbolized by the Trademark, and all claims for damages by reason of past infringement of the Trademark with the right to sue for and collect damages.

Assignor agrees that, when requested, it will, at Assignee's cost and expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Trademark in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHO-PAT, INC.

By: 
Name: Norman R. Bates
Title: Vice President

MIDDLETON HOLDINGS, LLC

By: _____
Name: David Daily
Title: Manager

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WITNESSETH:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHO-PAT, INC.

By: _____
Name: Norman R. Bates
Title: Vice President

MIDDLETON HOLDINGS, LLC


By:  _____
Name: David Daily
Title: Manager

Exhibit A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Issued</u>
Cho-Pat	U.S.	1,182,821	December 22, 1981