

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
Specialty Foods Group, Inc.		06/08/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SMG Holdings, Inc.
Street Address:	603 Pilot House Drive
Internal Address:	4th Floor
City:	Newport News
State/Country:	VIRGINIA
Postal Code:	23606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76652331	COMIDAS CASERAS
Registration Number:	1517319	FIELD
Registration Number:	1515604	FIELD
Registration Number:	1515601	FIELD FRESH
Registration Number:	2314703	KENTUCKIAN
Registration Number:	2311981	KENTUCKIAN GOLD
Registration Number:	2453981	KENTUCKY LEGEND
Registration Number:	2731160	KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED
Registration Number:	1983964	THE BEST . . . NATURALLY!

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 76652331

Phone: 312-372-2000
Email: chicago_ip_docket@mwe.com
Correspondent Name: Jennifer M. Mikulina
Address Line 1: 227 W. Monroe Street
Address Line 2: Suite 4400
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	60501-011
NAME OF SUBMITTER:	Jennifer Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	06/09/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Specialty Foods Group, Inc. (the "Assignor"), a Delaware Corporation, has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Trademarks");

WHEREAS, SMG Holdings, Inc. (the "Assignee"), a Delaware Corporation, is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Assignor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of \$10.00, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Assignee as assignee of the entire interest.

AND, the Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Assignee, the Assignor will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, any or all of the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Assignor and the Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective the 8th day of June, 2006.

Assignor: SPECIALTY FOODS GROUP, INC.

By: 

Name: Thomas D Davis

Title: President and CEO

SCHEDULE A

**SPECIALTY FOODS GROUP, INC.
TRADEMARK ASSIGNMENT**

Trademark	Registration No. (Application No.)	Country
COMIDAS CASERAS	(76/652,331)	U.S.
FIELD (& DESIGN)	1,517,319 (73/705,556)	U.S.
FIELD (& DESIGN)	1,515,604 (73/505,555)	U.S.
FIELD FRESH	1,515,601 (73/697,459)	U.S.
KENTUCKIAN	2,314,703 (75/663,041)	U.S.
KENTUCKIAN GOLD	2,311,981 (75/662,857)	U.S.
KENTUCKIAN GOLD OUR DELI QUALITY (& DESIGN)	1,369,307 (73/505,678)	U.S.
KENTUCKIAN GOLD PROUDLY PRESENTS CARRY OUT CUISINE (& DESIGN)	2,396,762 (75/460,906)	U.S.
KENTUCKY LEGEND	2,453,981 (75/754,340)	U.S.
KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED (& DESIGN)	2,731,160 (76/198,892)	U.S.
THE BEST... NATURALLY!	1,983,964 (74/688,134)	U.S.
SFG SPECIALTY FOODS GROUP (& DESIGN)	(CA125810300)	Canada

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