

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
Dr. Lloyd Ashwin/Trillium Investments Corporation		01/05/2009	CORPORATION: MARSHALL ISLANDS
RECEIVING PARTY DATA			
Name:	Trillium Worldwide Group Inc.		
Street Address:	Commonwealth House, Leeward Highway		
City:	Providenciales, B.W.I.		
State/Country:	TURKS/CAICOS ISLANDS		
Entity Type:	CORPORATION: TURKS/CAICOS ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3070514	PERFECT CHOICE	
Registration Number:	3116185	CHEF 5 MINUTE MEALS A FRESHLY COOKED SELF HEATING MEAL	
Registration Number:	3120138	UNCLE BARYL'S UNCLE BARYL'S	
Registration Number:	3191845	CHEF 2 MINUTE MEALS	
Registration Number:	3210340	CHOCO-LA BURST	
Registration Number:	3254741	TIDY-UP	
CORRESPONDENCE DATA			
Fax Number:	(703)816-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7038164041		
Email:	nixonptomail@nixonvan.com		
Correspondent Name:	Frank P. Presta		
Address Line 1:	901 North Glebe Road		
Address Line 2:	11th Floor		
Address Line 4:	Arlington, VIRGINIA 22203		

CH \$165.00 3070514

ATTORNEY DOCKET NUMBER:	FPP-4859-11
DOMESTIC REPRESENTATIVE	
Name:	Frank P. Presta
Address Line 1:	901 North Glebe Road
Address Line 2:	11th Floor
Address Line 4:	Arlington, VIRGINIA 22203
NAME OF SUBMITTER:	Frank P. Presta
Signature:	/fpp/
Date:	07/31/2009
<p>Total Attachments: 6</p> <p>source=4859-11 assignment 7-31-09#page1.tif</p> <p>source=4859-11 assignment 7-31-09#page2.tif</p> <p>source=4859-11 assignment 7-31-09#page3.tif</p> <p>source=4859-11 assignment 7-31-09#page4.tif</p> <p>source=4859-11 domrep 7-31-09#page1.tif</p> <p>source=4859-11 domrep 7-31-09#page2.tif</p>	

MEMORANDUM OF AGREEMENT ENTERED INTO IN TURKS AND CAICOS ISLANDS WITH EFFECT FROM THE 5TH DAY OF JANUARY 2009

BETWEEN:

DR. LLOYD ASHWIN / TRILLIUM INVESTMENTS CORPORATION, incorporated under the laws of The Republic of Marshall Islands at 79 Applegrove Street, the Republic of Marshall Islands.

(Hereinafter referred to as "**the Group**")

AND:

TRILLIUM WORLDWIDE GROUP INC., incorporated under the laws of the Turks and Caicos Islands at Commonwealth House, Leeward Highway, Providenciales, Turks and Caicos Islands, B.W.I.

(Hereinafter referred to as "**the Assignee**")

Party of the Second Part

Whereas **The Group** wishes to assign to **The Assignee** the debt owed by Denise Brumby and Edgemount Management Solutions Inc, that is currently in default (the "Loan") in the amount of \$526,484.69 U.S. dollars plus accrued interest at the rate of U.S. prime plus 5% plus cost to enforce security for (\$1.00) in the currency of the United States of America and considerations.

Whereas **The Assignee** has agreed to accept the assignment of the said Loan from **the Group** under the terms and conditions as hereinafter set forth.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

1.01 The Preamble shall form part of the present agreement as if hereinafter set forth at length.

2. THE PURCHASE

2.01 **The Group** undertakes and agrees to see the debt as described herein for (\$1.00) in funds of the United States of America and consideration.

3. **CONSIDERATION**

3.01 **The Assignee** undertakes and agrees to, in the event the sale of the Loan as described herein and attached hereto Appendix "A" is sold to a third party the proceeds of 45% will be held in trust for **The Group** until further notice.

3.02 **The Assignee** at its expense shall have its attorneys place a security interest on the Intellectual Properties attached hereto Appendix "A".

3.03 **The Group** at its expense will instruct its attorneys to agree to the change of the Security on the Intellectual Properties attached hereto Appendix "A" to **The Assignee**.

4. **BINDING EFFECT**

4.01 THE present Agreement shall be binding upon the Parties hereto, their respective heirs, successors, administrators and assigns. However, in the event **The Assignee** wishes to assign and/or sell the Intellectual Properties to a third party **The Assignee** has the right to do so. **The Assignee** will still be binding to **The Group** as outlined in Section 3, Paragraph 3.01 hereto.

5. **EFFECTIVE DATE**

5.01 THE present Agreement shall be effective as of the 5th January 2009.

6. **ENTIRE AGREEMENT**

6.01 THE present Agreement cancels annuls and supersedes any and all previous agreements heretofore made by **The Parties** and constitutes the sole Agreement between them.

7. **THE ASSIGNEE**

7.01 TRILLIUM WORLDWIDE GROUP INC. agrees to the terms and conditions stated by signing their acceptance of this Agreement.

8. **APPLICABLE LAW**

8.01 The present Agreement shall be construed and interpreted in accordance with the laws of Turks and Caicos Islands.

Dated: JUNE 23/09

Bonnie Lambert
Witness

Trillium Investments Incorporation
Per: [Signature]
Dr. Lloyd Ashwin

Witness

TRILLIUM WORLDWIDE GROUP INC.
Per: [Signature]
Authorized Signatory
For its Director, Apex Directors Ltd.

Appendix A

<u>Mark</u>	<u>Registration No.</u>
Perfect Choice	3,070,514
Chef 5 Minute Meals	3,116,185
Uncle Baryl's Pickles	3,120,138
Chef 2 Minute Meal	3,191,845
Choco-la-burst	3,210,340
Tidy-Up	3,254,741