

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mother's Kitchen Inc.		07/25/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Rich Products Corporation
Doing Business As:	Mother's Kitchen
Street Address:	1150 Niagara Street
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14228
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Serial Number:	76399287	MOTHER'S KITCHEN
Serial Number:	78181372	LA COCINA DE MADRE
Serial Number:	78195243	LA COCINA DE MAMA
Serial Number:	78241993	WET BAKE
Registration Number:	1553948	NICOLOSI'S MOTHER'S KITCHEN
Registration Number:	2036793	BABY WATSON
Registration Number:	2297202	BABY CAKES
Registration Number:	824241	CHEE ZE CAKE
Registration Number:	1119758	
Registration Number:	2686469	TURF CHEESECAKE
Registration Number:	2757332	ZING SHOTS

CORRESPONDENCE DATA	
Fax Number:	(716)878-8767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$290.00 76399287

Phone: 716-878-8890  
Email: lturner@rich.com  
Correspondent Name: Lorrie Turner  
Address Line 1: 1150 Niagara Street  
Address Line 2: Rich Products Legal Department  
Address Line 4: Buffalo, NEW YORK 14228

ATTORNEY DOCKET NUMBER:

MOTHER'S KITCHEN ASSIGN

NAME OF SUBMITTER:

Lorrie Turner

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS AND PATENTS

This Assignment of Trademarks and Patents (the "Assignment") is made as of July 25, 2003 by and between Mother's Kitchen, Inc., a Delaware corporation (the "Assignor"), and Rich Products Corporation, a Delaware corporation (the "Assignee"). Reference is made to that certain Asset Purchase Agreement, dated July 1, 2003 (the "Agreement"), by and between Mother's Kitchen, Inc., a Delaware corporation, and the Assignee. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Agreement.

The Assignor has adopted, used, is using and is the owner of certain trademarks, service marks, trade names and patents set forth in Schedule 1 to this Assignment (hereinafter the "Trademarks" and/or the "Patents") and by this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances, including any and all liens, and security interests (1) all the Assignor's right, title and interest in and to the Trademarks, including all the common law rights therein, all the trademark registrations for the Trademarks, and all the goodwill of the business attached to and symbolized by the Trademarks and the registrations therefore, and (2) all of the Assignor's right, title and interest for the United States and any foreign countries, in and to any and all inventions and improvements which are disclosed in Patents, and in and to all divisionals, continuations, substitutes, renewals, reissues, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any said inventions and improvements and in and to all original and reissued Patents which have been or shall be issued in the United States and all foreign countries on said improvements.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment, including, but not limited to execution of any and all divisional, continuing, substitute, renewal, reissue and all other patent applications, execution of all oaths, assignments, powers of attorney and other papers, communication to Assignee all facts known to the Assignor relating to said inventions and improvements and the history thereof, and aiding Assign secure and/or maintain proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements in and to the Assignee, its successors, and assigns.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Trademarks and Patents with respect to any such Trademarks and Patents that are currently registered in the Assignor's name.

This Assignment will be binding on the Assignor and its successors and permitted assigns, and will inure to the benefit of the Assignee and its successors and permitted assigns. Nothing

contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of the Assignee or Mother's Kitchen, Inc. under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

Executed as of the date first written above.

**ASSIGNOR:**

**MOTHER'S KITCHEN, INC.**

By: *George Lasher*  
Name: GEORGE LASHER  
Title: V.P. FINANCE

THE STATE OF NEW JERSEY §

COUNTY OF BURLINGTON §

The foregoing instrument was acknowledged before me this 25th day of July, 2003, by George Lasher the Secretary of Mother's Kitchen, Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

*Tina M. Taylor*  
Notary Public in and for  
the State of New Jersey

My Commission Expires:

**TINA M. TAYLOR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 3/29/2005**

ASSIGNEE:

RICH PRODUCTS CORPORATION

By: William E. Grieshaber, Jr.  
Name: William E. Grieshaber, Jr.  
Title: Assistant Secretary

THE STATE OF NEW YORK §  
  §  
COUNTY OF ERIE               §

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August 2003, by William E. Grieshaber, Jr. the an Assistant Secretary of Rich Products Corporation, a Delaware corporation, on behalf of said corporation.

[SEAL]

Sandra J. Young  
Notary Public in and for  
the State of New York

SANDRA J. YOUNG  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Apr. 30, 2007

My Commission Expires:  
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**SCHEDULE 1  
TRADEMARKS & PATENTS**

Patents

Patent No.: 4,947,993

For a container for packaging cake products

U.S. Trademarks

Registration Date

Registration Number

Nicolosi's Kitchen	Mother's	08/29/89	1,553,948
Baby Watson		02/11/97	2,036,793
Baby Cakes		12/07/99	2,297,202
Chee-ze-Cake		02/14/67	824,241
Baby Design		06/05/79	1,119,758
Turf Cheesecake		02/11/03	2,686,469

Canadian Trademarks

Baby Watson Cheesecake		06/12/92	TMA 399,102
Baby Design		06/20/02	TMA 563,845
Baby Watson		01/11/01	TMA 539,549

Japanese Trademarks

<i>Baby Watson</i>		09/25/98	4,192,200
<i>Chee-z-ecake (stylized)</i>		06/30/83	1,593,592
<i>Baby Design</i>		09/25/98	4,192,201

Korean Trademarks

<i>Baby Design</i>		06/19/98	405,575
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Pending U.S. Trademarks

Application Date

Application Number

Mother's Kitchen		04/23/02	76/399,287
Zing Shots		05/03/02	76/403,674
La Cocina de Madre		11/04/02	78/181,372
La Cocina de Mama		12/17/02	78/195,243
Wet Bake		04/25/03	78/241,993

Pending Mexican Trademarks

Application Date

Application Number

La Cocina de Madre		11/12/02	574,971
La Cocina de Mama		12/18/02	581,171