

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morningstar Services Inc.		07/31/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Rich Products Corporation
<b>Street Address:</b>	1150 Niagara Street
<b>Internal Address:</b>	Legal Department
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14213
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	0870674	REAL WHIP

**CORRESPONDENCE DATA**

Fax Number: (716)878-8767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 716-878-8890  
 Email: lturner@rich.com  
 Correspondent Name: Rich Products Corporation  
 Address Line 1: 1150 Niagara Street  
 Address Line 2: Legal Department c/o Lorrie Turner  
 Address Line 4: Buffalo, NEW YORK 14213

<b>ATTORNEY DOCKET NUMBER:</b>	REAL WHIP ASSIGNMENT
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<b>NAME OF SUBMITTER:</b>	Lorrie K Turner
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Total Attachments: 4  
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made as of July 31, 2003 by and between Morningstar Services 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 as of June 1, 2003 (the "Agreement"), by and between Morningstar Foods 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.

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, all of the Assignor's right, title and interest in and to the trademarks, trade names and service marks set forth on Schedule 1 to this Assignment (the "Trademarks"), including all the common law rights therein, all the trademark registrations therefor and all the goodwill of the business attached to and symbolized by the Trademarks and the registrations therefor, to have and to hold the Trademarks forever, free and clear of all encumbrances, including any and all liens and security interests.

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.

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 with respect to any such Trademarks 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 Morningstar Foods Inc. under the Agreement.

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

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**TRADEMARK**  
**REEL: 002861 FRAME: 0374**

Executed as of the date first written above.

ASSIGNOR:

MORNINGSTAR SERVICES INC.

By: Robert A. Sagedy, Jr.  
Name: Robert A. Sagedy, Jr.  
Title: Assistant Secretary

THE STATE OF DELAWARE §  
  §  
COUNTY OF NEW CASTLE §

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July 2003, by Robert A. Sagedy, Jr., the Assistant Secretary of Morningstar Services Inc., a Delaware corporation, on behalf of said corporation.

[SEAL]

Mary S. Stawkey  
Notary Public in and for  
the State of Delaware

My Commission Expires:

9/3/2004

MARY S. STAWKEY, NOTARY PUBLIC  
State of Delaware, New Castle County  
Commission No. 200044067  
My Commission Expires 9/3/2004



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TRADEMARK  
REEL: 002861 FRAME: 0375

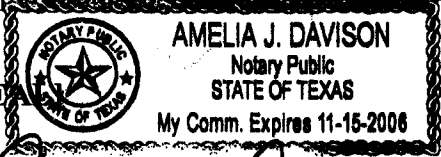
ASSIGNEE:

**RICH PRODUCTS CORPORATION**

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July 2003, by William E. Grieshaber, Jr., the Assistant Secretary of Rich Products Corporation, a Delaware corporation, on behalf of said corporation.

[SE]   
Amelia J. Davison

Notary Public in and for  
the State of Texas

My Commission Expires:  
11-15-2006

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**SCHEDULE 1**

**TRADEMARKS**

<b>MARK</b>	<b>OWNER</b>	<b>Jurisdiction</b>	<b>Registration/Serial Number</b>
Real Whip	Morningstar Services Inc.	USPTO	870674

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