

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
Mardale Specialty Foods, LLC		03/31/2004	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA	
Name:	Ventura Foods, LLC
Street Address:	40 Pointe Drive
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2673145	BELLA MIGLIORE
Registration Number:	2691530	NUEVO SOL

CORRESPONDENCE DATA

Fax Number: (415)983-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sftrademarks@pillsburywinthrop.com
 Correspondent Name: Pillsbury Winthrop LLP
 Address Line 1: Calendar/Docketing Dept.
 Address Line 2: P.O. Box 7880
 Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	083122/0253734
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NAME OF SUBMITTER:	Laura C. Gustafson
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

ASSIGNMENT made this 31st day of March, 2004, by and between Ventura Foods, LLC (hereinafter "Assignee"), a Delaware limited liability company, having an address at 40 Pointe Drive, Brea, California 92821, and Mardale Specialty Foods, LLC (hereinafter "Assignor"), a Michigan limited liability company, having an address at 300 South Riverside, Suite B, St. Clair, Michigan 48079.

WHEREAS, Assignor owns the service marks and trademarks, and associated applications and registrations, identified in Exhibit A attached hereto in the United States (hereinafter the "Marks");

WHEREAS, Assignee is desirous of acquiring the Marks and the goodwill of the business associated therewith, as well as all applications and registrations thereto.

NOW, THEREFORE, it is agreed that pursuant to the purchase of all or substantially all of the business assets of the Assignor for the consideration set forth in that certain Asset Purchase Agreement dated as of March 31, 2004 between Assignor and Assignee, with the receipt and sufficiency of such consideration hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Marks and the federal applications and registrations therefor, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

[signatures next page]

MARDALE SPECIALTY FOODS, LLC

By: Frederick S. Moore

Name: Frederick S. Moore

Title: Chairman

State of Michigan)
) ss:
County of St. Clair)

Frederick S. Moore, being duly sworn, did depose and say this _____ day of March, 2004 that he is an officer of Mardale Specialty Foods, LLC, a Michigan limited liability company; that he is authorized to execute this Assignment on behalf of said company; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.

Carl L. Bartling
Notary Public
ST. CLAIR COUNTY, MICHIGAN

My Commission expires: 04/07/2006