TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Administrative Agent of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNY Asset Solutions LLC		06/11/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	Asset Solutions Division
Internal Address:	600 E. Las Colinas Blvd.
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Banking corporation: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76451800	ADVENTURONI
Serial Number:	75738084	AMERICAN BEAUTY
Serial Number:	76422075	AMERICAN BEAUTY HEALTHY HARVEST
Serial Number:	76215090	AMERICAN BEAUTY LA BELLA ROSA
Serial Number:	76172488	CREAMETTE HEALTHY HARVEST
Serial Number:	75418297	
Serial Number:	78237851	HEALTHY HARVEST
Serial Number:	78228386	LE DELIZIE D'ITALIA
Serial Number:	75366156	MONDER PASTA ALL'UOVO RIPIENA
Serial Number:	76190441	PRINCE HEALTHY HARVEST
Serial Number:	73101844	ROMI
Serial Number:	78313961	RONZONI CALCIUM RICH
Serial Number:	78304047	RONZONI HEALTHY HARVEST
Serial Number:	78235488	RONZONI TRADIZIONE D'ITALIA

CH $490.00 76451800

Serial Number:	75568758	SAN GIORGIO
Serial Number:	76422249	SAN GIORGIO HEALTHY HARVEST
Serial Number:	75541497	SOUPS 'N' SIDES
Serial Number:	76337775	SPAGHETTES
Serial Number:	75864576	THE CLEAR WAY TO BETTER PASTA

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2149813483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin Brown & Wood LLP

Address Line 2: 717 N. Harwood St. Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	28406-30020
NAME OF SUBMITTER:	Dusan Clark, Esq.

Total Attachments: 7

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TRANSFER AND ASSUMPTION AGREEMENT

TRANSFER AND ASSUMPTION AGREEMENT, dated as of June 11, 2004 between The Bank of New York, a New York banking corporation (the "Bank") and BNY Asset Solutions LLC, a Delaware limited liability company ("Asset Solutions").

W I T N E S S E T H:

WHEREAS, Asset Solutions is a wholly owned subsidiary of the Bank; and

WHEREAS, Asset Solutions is engaged in the business (the "Business") of providing master, primary, backup and special servicing for a variety of commercial assets, including but not limited to general commercial loans, commercial mortgage backed loans, franchise loans and asset backed securities such as equipment leases and life settlements, as well as administrative agent services for syndicated loans; and

WHEREAS, the Bank is engaged in comparable types of business; and

WHEREAS, Asset Solutions is adopting a plan of dissolution pursuant to which it will be dissolved, its assets distributed or sold and the company liquidated and, Asset Solutions wishes to provide for the orderly transfer of its assets to the Bank as the sole member of Asset Solutions; and

WHEREAS, the parties hereto wish to set forth the terms and conditions on which the assets of Asset Solutions will be transferred.

NOW, THEREFORE, in consideration of the foregoing premises and the agreements contained herein, the parties hereto agree as follows:

1. Transfer and Assumption. Except as otherwise provided in Section 4 upon the terms and subject to the conditions of this Agreement, the Bank agrees to accept from Asset Solutions, and Asset Solutions agrees to transfer, assign and convey to the Bank, on July 6, 2004 (the "Effective Time") all of Asset Solutions' right, title and interest in, to and under all of the assets, properties and rights of any kind held or used by Asset Solutions in connection with the Business at the Effective Time (the "Transferred Assets"), including:

(a) all rights (the "Rights") of Asset Solutions under, and all interests owned or held by Asset Solutions pursuant to the contracts, agreements, commitments or other arrangements set forth on Schedule 1 pursuant to which Asset Solutions provides services for its customers (the "Transferred Contracts");

(b) all accounts receivable of Asset Solutions;

(c) all cash on hand, in banks and in transit;

(d) all policies of insurance, if any, and fidelity and surety bonds, and all claims under present and previous policies or bonds;

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(e) the name "BNY Asset Solutions" and all derivatives thereof, all trademarks and service marks (whether or not registered), trade names, and any associated logo or logos;

(f) all prepaid items of Asset Solutions;

(g) all rights or claims relating to or arising out of the Business under express or implied warranties from Asset Solutions' suppliers with respect to the assets and properties transferred to the Bank;

(h) all of the interest of Asset Solutions as lessee in any and all real property leases under which it occupies land or premises wherever situated;

(i) all supplies and inventories and office and other supplies;

(j) all permits and licenses relating to the operation of the Business;

(k) all computer software, including source code and documentation, works of authorship (e.g. marketing materials) and the copyrights therein, proprietary inventions, business methods and processes and any patent rights, trade secrets and lists of prospects used in the Business or under development, goodwill associated therewith, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder, remedies against infringement thereof and rights to protection of interests therein under the laws of all jurisdictions:

(l) all goodwill, customer lists and the right to represent to third parties that the Bank is the successor to the Business;

(m) all books and records of Asset Solutions relating to the Business, including all books of account, sales records, correspondence, promotional materials, credit records and other business records of whatever nature or kind; and

(n) all of Asset Solutions' rights, claims, credits, causes of action, rights to indemnification and contribution or rights of setoff against third parties relating to any of the foregoing.

2. Assumption of Obligations. On the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Asset Solutions shall transfer to the Bank and the Bank shall assume and agree to thereafter discharge when due, the obligations (the "Obligations") of Asset Solutions under the Transferred Contracts; provided, that Asset Solutions shall not transfer to the Bank, and the Bank shall not assume and discharge, any Obligations related to any Restricted Contract (as defined below) until the Bank has assumed Asset Solutions' rights, privileges and powers thereunder as contemplated by the second sentence of Section 4(b).

3. Instruments of Transfer. (a) At the Effective Time, Asset Solutions shall deliver to the Bank such agreements and other instruments of transfer and conveyance, each in form and content satisfactory to the Bank, and shall take such other action (including, without

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limitation, the delivery of any notice required under any Transferred Contract), in each case as shall be necessary to effect the transfer and assignment of the Rights and assumption of the Obligations.

(b) At the Effective Time, Asset Solutions shall deliver to the Bank such agreements and instruments), in form and content satisfactory to the Bank, as shall:

(i) be necessary for the Bank to act as agent of Asset Solutions and fulfill its obligations under Section 4(b) with respect to any Restricted Contract; and

(ii) be necessary, upon the receipt of the consent or the amendment contemplated by the second sentence of Section 4(b) with respect to any Restricted Contract, to effect the transfer and assignment of the Rights and assumption of the Obligations.

4. Administration Pending Transfer. (a) This Agreement shall not constitute an assignment or transfer of any Transferred Contract or any rights, privileges and powers of Asset Solutions thereunder if such assignment or transfer would be ineffective or would constitute a default under, or other contravention of, the provisions of such Transferred Contract or give rise to any right of acceleration of any obligation thereunder or any right to termination thereof (a "Restricted Contract").

(b) With respect to any Restricted Contract, at the Effective Time, the Bank shall assume the responsibility, as agent of Asset Solutions, to supervise, manage, administer and otherwise fulfill the duties of Asset Solutions with respect to such Restricted Contracts until the requisite consents are obtained (or the Restricted Contract amended to provide) for the Bank to become the successor to Asset Solutions or otherwise assume Asset Solutions' rights, privileges and powers thereunder. Upon receipt of such consent (or the amendment of such Restricted Contract), the Bank will assume Asset Solutions' rights, privileges and powers thereunder. As compensation for acting as agent of Asset Solutions with respect to any Restricted Contract pursuant to this Section 4(b), the Bank shall be entitled to all fees thereunder and all other revenues received by Asset Solutions in respect thereof.

5. Further Assurances. From and after the date hereof, Asset Solutions shall give such further assurances to the Bank and shall execute, acknowledge and deliver all such acknowledgments and other instruments and take such further action as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement, including delivering or causing to be delivered such further instruments as any person whose consent, waiver or approval is required with respect to the consummation of the transactions contemplated hereby may reasonably request. In the event that at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Bank with full title to the Transferred Assets, Asset Solutions shall take all such lawful and necessary action as may be reasonably required.

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6. Third Party Beneficiaries. No party to this Agreement intends any provision of this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Asset Solutions or the Bank.

7. Independent Contractor. Except as expressly set forth in Section 4(b), nothing contained in this Agreement shall be construed as constituting or giving rise to a partnership, joint venture or agency between Asset Solutions and the Bank.

8. Successors and Assigns. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns, provided, however, that the Bank may assign, transfer or delegate this Agreement or any of its rights, privileges, duties and obligations hereunder to an affiliate of the Bank which is qualified to engage in the Business and any reference to the Bank in this Agreement shall be deemed to include any such affiliate.

9. Amendments and Waivers. None of this Agreement, any of the instruments referred to herein or any of the provisions hereof or thereof shall be amended, modified or waived in any fashion except by an instrument in writing signed by each of the parties hereto. No delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

10. Severability of Provisions. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one instrument.

12. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITHIN SUCH STATE AND WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

13. WAIVER OF JURY. THE PARTIES HERETO EACH HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIPS ESTABLISHED HEREUNDER.

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14. Captions. The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

15. Entire Agreement. This Agreement and the other written instruments specifically referred to herein embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, Asset Solutions and the Bank have executed and delivered this Agreement as of the day and year first above written.

BNY ASSET SOLUTIONS LLC

By_____
Name:
Title:

THE BANK OF NEW YORK

By_____
Name:
Title:

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IN WITNESS WHEREOF, Asset Solutions and the Bank have executed and delivered this Agreement as of the day and year first above written.

BNY ASSET SOLUTIONS LLC

By_____
Name:
Title:

THE BANK OF NEW YORK

By_____
Name:
Title:

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SCHEDULE 1

MARK	Serial No.	Date Filed	Reg. No.	Date Reg.
ADVENTURONI	76-451,800	20020923	NA	NA
AMERICAN BEAUTY	75-738,084	19990628	2,432,290	20010227
AMERICAN BEAUTY HEALTHY HARVEST	76-422,075	20020619	2,752,319	20030819
AMERICAN BEAUTY LA BELLA ROSA & Design	76-215,090	20010226	2,546,895	20020312
CREAMETTE HEALTHY HARVEST	76-172,488	20001124	2,722,051	20030603
DESIGN ONLY	75-418,297	19980115	2,319,774	20000215
HEALTHY HARVEST	78-237,851	20030415	NA	NA
LE DELIZIE D'ITALIA	78-228,386	20030321	2,819,927	20040302
MONDER PASTA ALL'UOVO RIPIENA and Design	75-366,156	19971001	NA	NA
PRINCE HEALTHY HARVEST	76-190,441	20001124	2,722,075	20030603
ROMI and design	73-101,844	19761001	1,268,704	19840228
RONZONI CALCIUM RICH	78-313,961	20031015	NA	NA
RONZONI HEALTHY HARVEST	78-304,047	20030923	NA	NA
RONZONI TRADIZIONE D'ITALIA & Design	78-235,488	20030409	NA	NA
SAN GIORGIO	75-568,758	19981013	2,705,671	20030415
SAN GIORGIO HEALTHY HARVEST	76-422,249	20020619	2,749,841	20030812
SOUPS 'N' SIDES	75-541,497	19980824	2,284,266	19991005
SPAGHETTES	76-337,775	20011114	NA	NA
THE CLEAR WAY TO A BETTER PASTA	75-864,576	19991206	2,805,176	20040113