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: 27

Property Type	Number	Word Mark
Serial Number:	71057985	AMERICAN BEAUTY
Serial Number:	74418430	AMERICAN BEAUTY 10,000 LAKES PASTA
Serial Number:	74392909	AMERICAN BEAUTY FETTUCCINI FLORENTINE
Serial Number:	74312059	BOTT BOI
Serial Number:	71605865	"BOTT BOI"
Serial Number:	75611436	CHEESY CHEESE
Serial Number:	73795104	
Serial Number:	74671359	ITALIAN MEDLEY
Serial Number:	73790748	IT'S EVERYTHING IT'S CRACKED UP TO BE
Serial Number:	75368367	LA BELLA ROSA
Serial Number:	75194595	LA BELLA ROSA
Serial Number:	71581618	MOUNT VERNON
Serial Number:	72062243	MRS. BECKER'S
Serial Number:	71453770	

CH $690.00 71057985

Serial Number:	74615600	PASTA MANAGER
Serial Number:	72366590	PEOPLE SHOULD STICK TOGETHER NOT MACARONI
Serial Number:	72335063	PEOPLE SHOULD STICK TOGETHER NOT SPAGHETTI
Serial Number:	73260669	PRINCE LIGHT
Serial Number:	71453771	RED CROSS
Serial Number:	72056499	ROMA
Serial Number:	71665441	RONZONI
Serial Number:	71665440	RONZONI R
Serial Number:	74256467	SAN GIORGIO SOAK 'N SERVE
Serial Number:	72373146	SKINNER GOLD MEDAL
Serial Number:	72093502	SPAGH ETTES
Serial Number:	73818115	TRIXIES FAMOUS SWEET POTATOE FRIES
Serial Number:	74317857	VIMCO

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: 8

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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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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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Schedule 1

MARK	Ser. No.	Date Filed	Reg. No.	Date Reg.
AMERICAN BEAUTY	71-057,985	19110802	88,250	19120910
AMERICAN BEAUTY 10,000 LAKES PASTA and Design	74-418,430	19930719	1,873,368	19950110
AMERICAN BEAUTY FETTUCCINI FLORENTINE and Design	74-392,909	19930517	1,823,044	19940222
BOTT BOI	74-312,059	19920908	1,775,384	19930608
BOTT BOI	71-605,865	19501103	556,670	19520325
CHEESY CHEESE	75-611,436	19981223	NA	NA
DESIGN ONLY	73-795,104	19890424	1,580,341	19900130
ITALIAN MEDLEY	74-671,359	19950508	2,051,680	19970408
IT'S EVERYTHING IT'S CRACKED UP TO BE	73-790,748	19890403	1,570,073	19891205
LA BELLA ROSA	75-368,367	19971006	NA	NA
LA BELLA ROSA	75-194,595	19961107	NA	NA
MOUNT VERNON	71-581,618	19490707	534,319	19501205
MRS. BECKER'S and Design	72-062,243	19581110	696,508	19600419
NA	71-453,770	19420620	398,438	19421027
PASTA MANAGER	74-615,600	19941227	NA	NA
PEOPLE SHOULD STICK TOGETHER N	72-366,590	19700729	919,869	19710907
PEOPLE SHOULD STICK TOGETHER N	72-335,063	19690811	899,795	19700929
PRINCE LIGHT	73-260,669	19800505	1,238,641	19830517
RED CROSS	71-453,771	19420620	398,439	19421027
ROMA	72-056,499	19580801	692,148	19600126
RONZONI	71-665,441	19540429	614,923	19551025
RONZONI R	71-665,440	19540429	604,029	19550329
SAN GIORGIO SOAK 'N SERVE and Design	74-256,467	19920317	1,760,120	19930323
SKINNER GOLD MEDAL	72-373,146	19701012	942,379	19720905

Schedule 1

SPAGH ETTES	72-093,502	19600323	717,967	19610704
TRIXIES FAMOUS SWEET POTATOE FRIES	73-818,115	19890809	1,589,161	19900327
VIMCO	74-317,857	19920928	1,767,575	19930427