

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Don Miguel Mexican Foods, Inc.		10/04/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	MarketFare Foods, Inc.
Street Address:	2512 E. Magnolia
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85034-6908
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78348809	CARB FRIENDLY

CORRESPONDENCE DATA	
Fax Number:	(214)855-8200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-855-8000
Email:	DOTrademark@fulbright.com
Correspondent Name:	Fulbright & Jaworski L.L.P.
Address Line 1:	2200 Ross Avenue, Suite 2800
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	56332-K058US
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NAME OF SUBMITTER:	Linda M. Merritt
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Total Attachments: 3
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is entered into by DON MIGUEL Mexican Foods, Inc., a California corporation ("Assignor"), as assignor, in favor of MARKETFARE Foods, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into that certain Settlement Agreement and Release dated September 13, 2004 (the "Agreement"), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, Assignor has adopted and used the mark CARB FRIENDLY (the "Trademark") and has filed U.S. Application Serial No. 78/348,809, filed January 7, 2004, for the Trademark, covering use of the Trademark for "prepared meals consisting primarily of meat, chicken or pork, and also containing vegetables and spices" (the "Application"); and

WHEREAS, Assignee desires to acquire all of DON MIGUEL's right, title and interest in and to the Trademark and related rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademark, together with the business, or portion thereof, to which the Trademark pertains and the goodwill of the business symbolized by the Trademark, as well as its entire right, title and interest in and to all registrations of the Trademark heretofore granted or applied for (to include, without limitation, the Application), any and all common law rights to the Trademark in the United States and any state thereof and in any country in the world, and any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake, procedures to record the transfer of the Trademark to Assignee in the United States Patent and Trademark Office or other applicable agency or governmental entity.

IN TESTIMONY WHEREOF, Assignor has caused this TRADEMARK ASSIGNMENT to be executed by its officer(s) thereunto duly authorized.

ASSIGNOR

DON MIGUEL MEXICAN FOODS, INC.

Dated: Oct. 4, 2004

By: Sara Lynn Brown

Name: Sara Lynn Brown

Title: V.P.