

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rothschild Berry Farm, Inc.		07/01/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	RRF Acquisition Company, LLC		
Street Address:	3143 E. Route 36		
City:	Urbana, Champaign County		
State/Country:	OHIO		
Postal Code:	43078		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2075954	ROBERT ROTHSCHILD FARM	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-641-1600		
Email:	bgoyke@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	P.O. Box 828		
Address Line 4:	Bloomfield Hills, MICHIGAN 48303		
NAME OF SUBMITTER:	Christopher M. Brock		
Signature:	/cmb/		
Date:	07/25/2005		

CH \$40.00 2075954

Total Attachments: 3
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**ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES,
AND OTHER INDICIA OF ORIGIN**

WHEREAS, Rothschild Berry Farm, Inc., a corporation organized and existing under the laws of the state of Ohio, having its principal office address at 3143 E. Route 36, Urbana, lying and being in Champaign County, Ohio 43078,, (hereinafter, the "Assignor"), has adopted, used, and is using in connection with its business, and is the owner of or has the right to use the trademarks, trade names, service marks, domain names, and other indicia of origin identified in attached Schedule 1, which are the subject of certain U.S. and Foreign Trademark Registrations and Applications for Registration also identified in Schedule 1 (hereinafter collectively referred to as the "Assigned Trademarks"), and;

WHEREAS, RRF Acquisition Company, LLC, a corporation organized and existing under the laws of the state of Delaware, having its principal office at 3143 E. Route 36, Urbana, Champaign County, Ohio 43078,, (hereinafter, the "Assignee"), is desirous of acquiring the entire right, title and interest of the Assignor in and to said Assigned Trademarks identified in Schedule 1 attached hereto and the goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration not herein specifically enumerated, the receipt and sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the Assignee, its successors, assigns or other legal representatives, Assignor's entire right, title and interest including the goodwill associated therewith, and any common law rights in and to, the said Assigned Trademarks identified in Schedule 1, along with all renewals and extensions thereof that are or may be secured throughout the world, together with all rights thereunder as the same would have been held by Assignor had this assignment and sale not been made, Assignor reserving no rights unto itself.

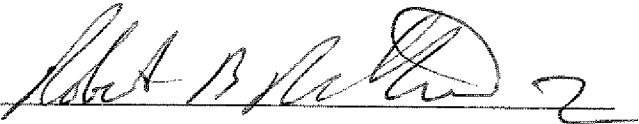
The foregoing sale, assignment and transfer shall include all claims for profits and damages of past infringement, if any, of said Assigned Trademarks with the right to sue for and collect the same for the Assignee's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (except for the time of Assignor's employees), including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required: (1) in the preparation and prosecution of any application for registration or the renewal of any registration of the Assigned Trademarks, (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Assigned Trademarks, and (3) the implementation or perfection of this Agreement.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by a duly authorized corporate officer on the date set forth below.

Rothschild Berry Farm, Inc.

July 1, 2005

By: 

Name: Robert B. Rothschild III

Title: President

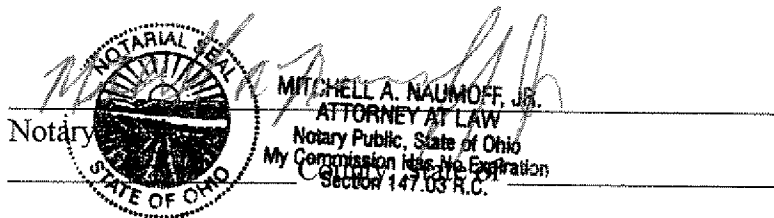

State of OHIO)

County of FRANKLIN)

ss.

Sworn to and subscribed before me this 1st day of July, 2005.

(SEAL)


Notary 
MITCHELL A. NAUMOFF, JR.
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

My commission expires: _____

SCHEDULE 1

1. "ROBERT ROTHSCHILD FARM AND DESIGN"; Registration No. 2,075,954; Issued July 1, 1997;
2. Any and all pending federal trademark applications in the name of Assignor or a related entity;
3. Any and all state trademark registrations and pending state trademark applications in the name of Assignor or a related entity;
4. Any and all foreign trademarks, foreign trademark registrations and pending foreign trademark applications used by Assignor in the conduct of its business, or in the name of Assignor or a related entity;
5. The trade names, "Robert Rothschild Berry Farm, Inc.", "Rothschild Berry Farm, Inc.", and any other tradenames, assumed names, and d/b/a's used by Assignor in the conduct of its business to identify itself or a related entity;
6. The trademarks, "ROBERT ROTHSCHILD", "ROBERT ROTHSCHILD FARM", "ROBERT ROTHSCHILD BERRY FARM", and "ROTHSCHILD BERRY FARM", and any other trademarks, service marks, designations, or other indicia of origin adopted and used by Assignor to identify Assignor's goods and services and distinguish them from those of others;
7. The domain names:

 www.gourmetfoodrecipes.com
 www.robertrothschild.com
 www.robertrothchild.com
 www.robertrothschildfarm.com;
8. Any and all rights in the trademarks "CROMWELL"; "MAD RIVER"; "MAD RIVER VALLEY"; expired U.S. trademark Registration No. 2,019,876; and the "Bottle Design" that was the subject of expired U.S. Registration No. 2,068,787; and
9. Any and all rights acquired by Assignor by way of license or other agreement, to use any other trademarks, service marks, designations, or other indicia of origin used by Assignor to identify Assignor's goods and services and distinguish them from those of others, including but not limited to, the trademark "JELLY BEAN JELLY" licensed from Good Marketing.