

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
Kineret Foods Corporation		06/30/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Royal Wine Corporation		
Street Address:	63 North Hook Road		
City:	Bayonne		
State/Country:	NEW JERSEY		
Postal Code:	07002		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1087419	CHALL-ETTES	
Registration Number:	1488691	KINERET	
Registration Number:	1359444	KOSHERIFIC	
Registration Number:	1362222	KOSHERIFIC	
CORRESPONDENCE DATA			
Fax Number:	(732)632-8760		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	732-62-6060		
Email:	prcarey@buchmanlaw.com		
Correspondent Name:	Paulette R. Carey		
Address Line 1:	510 Thornall Street		
Address Line 2:	suite 200		
Address Line 4:	Edison, NEW JERSEY 08837		
NAME OF SUBMITTER:	Paulette R. Carey		
Signature:	/Paulette R. Carey/		

OP \$115.00 1087419

Date:

07/28/2005

Total Attachments: 3

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EXHIBIT A**ASSIGNMENT**

THIS ASSIGNMENT, dated June 30, 2005 (the "Assignment"), is made by The Hain Celestial Group, Inc., a Delaware corporation ("Hain"), Kineret Foods Corporation, a New York corporation ("Kineret", and together with Hain, the "Sellers"), for the benefit of Royal Wine Corporation, a New York corporation ("RWC");

WHEREAS, Sellers and RWC are parties to a certain Asset Purchase Agreement dated June 30, 2005 (the "Asset Purchase Agreement"); and

WHEREAS, Sellers are required by Section 2.1 of the Asset Purchase Agreement to assign and transfer to RWC certain of its assets as defined therein (the "Acquired Assets"); and

WHEREAS, by this Assignment Sellers desire to assign and transfer to RWC all of its right, title, claim and interest to those certain of the Acquired Assets described herein; and

WHEREAS, all capitalized terms used without definition herein shall have the meaning specified in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sellers hereby assign, transfer and set over unto RWC, its successors and assigns, all of their right, title, claim and interest in, to and under the following (relating solely to the Acquired Businesses): (i) Trademarks, (ii) UPC codes and (iii) Internet web sites/domain names.

But, in each case, excluding any Excluded Assets.

All of the foregoing (excluding the Excluded Assets) are hereinafter collectively referred to as the "Assigned Assets."

Sellers do hereby constitute RWC, its successors and assigns, as their true and lawful attorney, irrevocably, with full power, either in the name of each of the Sellers or in the name of RWC or otherwise, and RWC shall have the full right, power and authority, to the extent necessary or appropriate but in any event only to the extent consistent with the purpose and intent of the Asset Purchase Agreement, to enforce any and all rights Sellers may have in or with respect to any of the Assigned Assets and to sue for, collect and receive any and all sums of money due or to become due under the Assigned Assets and to file any claims or take any and all action or institute (or, if previously commenced, assume control of) any proceeding (including the filing, discharge and enforcement of any lien to which a Seller or RWC may be entitled under the laws of any state or jurisdiction) for the enforcement of such rights or the collection of any such money.

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Sellers acknowledge that this Assignment is coupled with an interest, shall be irrevocable, and shall not be terminated by operation of law or upon the occurrence of any event, including the subsequent dissolution of a Seller.

RWC shall have full power and authority to notify at any time any person or entity who may be concerned with this Assignment or otherwise affected by it of the fact that this Assignment has been made.

From time to time at the request of RWC, Sellers shall, without further consideration, execute and deliver to RWC such instruments of conveyance, transfer, assignment and confirmation and take such other action as RWC may reasonably request in order (a) for RWC to obtain the full benefit of this Assignment and of the rights and powers herein granted, (b) to more effectively convey and transfer to, and to vest and confirm in RWC any of the Assigned Assets (including, without limitation, the execution and delivery of separate assignments in recordable form), and (c) to assist RWC in the enforcement of any rights Sellers or RWC shall have in any of the Assigned Assets.

Nothing contained herein, nor the exercise by RWC of any of the rights assigned hereunder, shall release RWC or Sellers from any of their duties or obligations under the Asset Purchase Agreement, except to the extent that such exercise by RWC shall constitute performance of such duties and obligations. In no case shall this Assignment be deemed to limit or restrict the rights of such parties under the Asset Purchase Agreement. This Assignment is intended to implement and carry out the transactions contemplated by, and terms of, the Asset Purchase Agreement; in any case of conflict or inconsistency between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall supersede and prevail.

IN WITNESS WHEREOF, the Sellers has duly executed this Assignment on the day and year first above written.

THE HAIN CELESTIAL GROUP, INC.

By: *IRA LAMET*
Name: IRA LAMET
Title: EXEC VP + CFO

KINERET FOODS CORPORATION

By: *IRA LAMET*
Name: IRA LAMET
Title: EXEC VP + CFO

Trademark List

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
CHALL-ETTES	0000000875/ United States of America	Registered	73/115,315 10-Feb-1977	1,087,419 14-Mar-1978
KINERET & Design	0096184261/ Mexico	Registered	379,174 15-Jun-1999	622,029 31-Aug-1999
KINERET & Design	0000000904/ United States of America	Registered	73/655,240 14-Apr-1987	1,488,691 17-May-1988
KINERET KOSHER & Design	0000000929/ United Kingdom	Registered	1,169,261 05-Feb-1982	B1,169,261 05-Feb-1982
KOSHERIFIC & Design	0000000866/ United States of America	Registered	73/517,055 10-Jan-1985	1,359,444 10-Sep-1985
KOSHERIFIC & Design	0000000867/ United States of America	Registered	73/517,054 10-Jan-1985	1,362,222 24-Sep-1985