

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
Mizkan Americas, Inc.		09/15/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Kabushiki Kaisha Mitsukan Group Honsha		
Street Address:	2-6 Nakamura-cho Handa-shi		
City:	Aichi-ken		
State/Country:	JAPAN		
Entity Type:	JOINT STOCK COMPANY: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1331139	BARENGO	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9497600404		
Email:	efiling@kmob.com		
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
DOMESTIC REPRESENTATIVE			
Name:	KNOBBE MARTENS OLSON & BEAR LLP		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	/Diane M. Reed/		

CH \$40.00 1331139

Signature:

/DMR/

Date:

09/23/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the day of ~~September~~ 15, 2005, by and between Mizkan Americas, Inc., a Michigan corporation, having a place of business at 55 E. Euclid Avenue, #300, Mt. Prospect, IL 60056 USA (hereinafter referred to as "Assignor"), and Kabushiki Kaisha Mitsukan Group Honsha, a Japanese joint stock company, having a place of business at 2-6 Nakamura-cho Handa-shi, Aichi-ken Japan (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") worldwide;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor is the owner of the federal trademark registrations relating to the Trademarks (hereinafter collectively referred to as the "Registrations"). Such Registrations are listed in Schedule B, attached hereto and incorporated herein by reference.

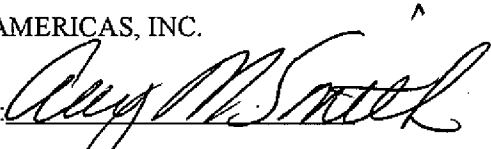
WHEREAS, Assignee desires to acquire all rights, title, and interest in and to the Trademark and Registrations worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark and Registrations worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest as Assignor may possess in the Trademarks set forth in Schedule A and the Registrations set forth in Schedule B, together with the goodwill symbolized by said Trademarks and Registrations.

MIZKAN AMERICAS, INC.

Dated: September 15, 2005

Signature: 

Name: Craig McSmith

Title: President

1825311/SEB
072105

SCHEDULE A

Trademark

1. BARENGO

SCHEDULE B

Federal Trademark Registrations;

MARKS	REG. NO.	REG. DATE	INTL. CLASSES
BARENGO	1,331,139	April 16, 1985	30