

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Inabata America Corporation | | 12/10/2003 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | DNI GROUP LLC | | |
| Street Address: | 1 Commercial Blvd., Suite 100 | | |
| City: | Novato | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94949 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1933396 | PASSPORT CUISINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (703)281-7459 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 703-281-7457 | | |
| Email: | eagle241@aol.com | | |
| Correspondent Name: | daniel gropper | | |
| Address Line 1: | 9908 dale ridge ct | | |
| Address Line 4: | Vienna, VIRGINIA 22181 | | |
| ATTORNEY DOCKET NUMBER: | 539 | | |
| NAME OF SUBMITTER: | Daniel R. Gropper | | |
| Signature: | /daniel gropper/ | | |
| Date: | 04/24/2006 | | |

OP \$40.00 1933396

Total Attachments: 1
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Assignment Agreement

This assignment agreement (the "Assignment") is made as of the 10th day of December 2003 by and between Inabata America Corporation, a New York corporation ("Assignor") and DN Group LLC a California limited liability company ("Assignee").

WHEREAS, the Assignor is a member of the Assignee according to the terms of the joint venture operating agreement executed in November 2002 ("Operating Agreement").

WHEREAS, Assignor acquired the assets of Innovation Cuisine Enterprises LLC, a participant in the Operating Agreement.

WHEREAS, Assignor desires to assign, and Assignee desires to receive, the assets of Innovation Cuisine Enterprises LLC, as recited in the Operating Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the consideration and other terms already set forth in the Operating Agreement, the receipt of which is hereby acknowledged, does hereby transfer to Assignee all of Assignor's worldwide right, title and interest in and to all assets of Innovation Cuisine Enterprises LLC, as such assets were transferred to Assignor by Innovation Cuisine Enterprises LLC, together with the goodwill and business associated therewith and with all business segments symbolized thereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

Inabata America Corporation


Signature *STEVEN J. INABATA*

Title *PRESIDENT & CEO*