

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
CS PREPARED FOODS HOLDINGS, INC.		03/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CHEF SOLUTIONS INC.
Street Address:	20 North Martingale
Internal Address:	Suite 600
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2584174	RENO'S
Registration Number:	2302775	IT'S GRANDMA GOOD
Registration Number:	2305367	YODER'S
Registration Number:	1598796	BERNEA FARMS

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: dgasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive
Address Line 2: Krista L. Nunemaker, Esq.
Address Line 4: Chicago, ILLINOIS 60601

CH \$115.00 2584174

ATTORNEY DOCKET NUMBER:	38506-10 NO. 4
NAME OF SUBMITTER:	Krista L. Nunemaker
Signature:	/Krista L. Nunemaker/
Date:	04/26/2006
Total Attachments: 4 source=4#page1.tif source=4#page2.tif source=4#page3.tif source=4#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 31, 2006 ("Effective Date") by and between CS PREPARED FOODS HOLDINGS, INC., a Delaware corporation, with its offices at 2000 Town Center, Suite 2450, Southfield, MI 48075 ("Assignor"), and CHEF SOLUTIONS INC., a Delaware corporation, with its offices at 20 North Martingale, Suite 600, Schaumburg, IL 60173 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and state trademark registrations set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

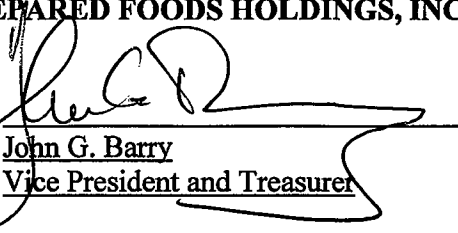
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

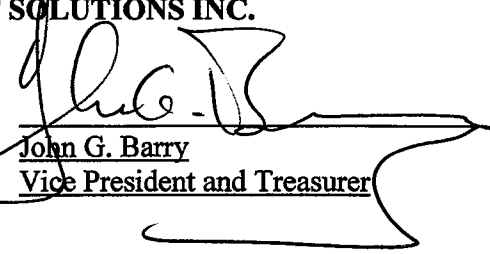
* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CS PREPARED FOODS HOLDINGS, INC.

By 
Name: John G. Barry
Its: Vice President and Treasurer

CHEF SOLUTIONS INC.

By 
Name: John G. Barry
Its: Vice President and Treasurer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.
RENO'S and design	U.S. 2,584,174
IT'S GRANDMA GOOD	U.S. 2,302,775
YODER'S	U.S. 2,305,367
LINTONI'S	U.S. 2,332,334
BERNEA FARMS	U.S. 1,598,796
SOUTHERN SALADS "NEAREST TO HOMEMADE"	U.S. 802,351
YODER'S OLD FASHIONED SALADS	State of Ohio TM13075

SCHEDULE B

UNREGISTERED TRADEMARKS

YODER'S IT'S GRANDMA GOOD