

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Joyce Food, L.L.C.		05/22/2006	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	R.A.B. Food Group, LLC
Street Address:	444 Madison Avenue
Internal Address:	Room 601
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2131568	SPICE HOUSE FROM OUR HOUSE TO YOURS WITH ALL NATURAL PACKED IN GLASS FOR FRESHNESS
Registration Number:	0959016	CARMEL
Registration Number:	1856857	CARMEL
Registration Number:	2584867	CROYDEN HOUSE
Registration Number:	2533082	JASON
Registration Number:	2590749	VICTOR'S

CORRESPONDENCE DATA

Fax Number: (212)382-0888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-382-0700
 Email: email@ostrolenk.com
 Correspondent Name: Martin J. Beran
 Address Line 1: 1180 Avenue of the Americas

CH \$165.00 2131568

Address Line 2: 7th Floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: T/3869-307

NAME OF SUBMITTER: Martin J. Beran

Signature: /martin j beran/

Date: 06/07/2006

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of May 22, 2006, by Joyce Food, L.L.C., a New Jersey limited liability company (the "Assignor"), to and in favor of R.A.B. Food Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement, dated as of May 22, 2006 (the "Asset Purchase Agreement"), by and among the Assignee, the Assignor, Rokeach Acquisition LLC, a Delaware limited liability company, C.B. Holdings I Corp., a Delaware corporation, Rokeach Food Corporation, a New Jersey corporation, Mother's Food Products, Inc., a New Jersey corporation, the Victor Ostreicher Irrevocable Trust, Howard Freundlich, a New York resident, and Victor Ostreicher, a New York resident; and

WHEREAS, the Assignor is the owner of the registrations in the U.S. Patent and Trademark Office set forth in Schedule A annexed hereto (the "Trademarks"); and

WHEREAS, as required by the Asset Purchase Agreement, the Assignor is required to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, convey, assign and deliver to the Assignee all right, title and interest of Assignor in and to the Trademarks and the registrations and applications therefor, and all of the goodwill of the Business associated with each such Trademark, together with the right to bring suit and collect for past infringements thereof.

All capitalized terms used in this Assignment, which are not defined herein, shall have the meanings ascribed thereto in the Asset Purchase Agreement.

Nothing contained in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or incompatibility between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

This Assignment shall be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

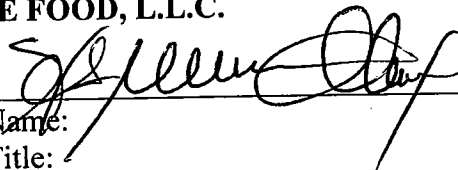
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Schedule of Marks

<u>MARK</u>	<u>REGISTRATION NO./APPLICATIO N NO.</u>	<u>DATE ISSUED</u>	<u>EXPIRATION DATE/NEXT ACTION</u>
SPICE HOUSE FROM OUR HOUSE TO YOUR HOUSE WITH ALL NATURAL PACKED IN GLASS FOR FRESHNESS, with design	2,131,568	01/27/1998	01/27/2008
CARMEL	959,016	05/15/1973	05/15/2013
CARMEL	1,856,857	10/04/1994	10/04/2014
CROYDEN HOUSE	2,584,867	06/25/2002	06/25/2008
JASON	2,533,082	01/22/2002	01/22/2008
VICTOR'S	2,590,749	07/09/2002	07/09/2008

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

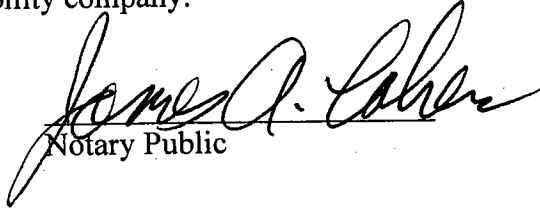
JOYCE FOOD, L.L.C.

By: 
Name: _____
Title: _____

STATE OF)
) :ss.:
COUNTY OF)

On this 22nd day of May, 2006 before me personally appeared H. Freundlich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Joyce Food, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

JAMES A. COHEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02004507248
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 30, 20__


Notary Public