

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
Rokeach Food Corporation		05/22/2006	CORPORATION: 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:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0696499	
Registration Number:	1646163	HEALTH TIME
Registration Number:	1468689	MILK 'N' HONEY
Registration Number:	1466463	MOTHER'S OWN
Registration Number:	0713692	REDI-JELLED
Registration Number:	0250918	ROKEACH
Registration Number:	0380071	ROKEACH
Registration Number:	0775476	ROKEACH
Registration Number:	0250800	ROKEACH
Registration Number:	0640454	ROKEACH
Registration Number:	1068839	ROKEACH

CORRESPONDENCE DATA

CH \$290.00 0696499

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
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 Rokeach Food Corporation, a New Jersey corporation (the "Assignor"), as successor-in-interest to I. Rokeach & Son, Inc. ("Rokeach"), 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, Joyce Food, L.L.C., a New Jersey limited liability company, 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, Rokeach merged with and into the Assignor (the "Merger") pursuant to the Certificate of Merger filed with the Secretary of State of the State of New Jersey on November 3, 2000; and

WHEREAS, pursuant to the Merger, the Assignor became the successor-in-interest 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

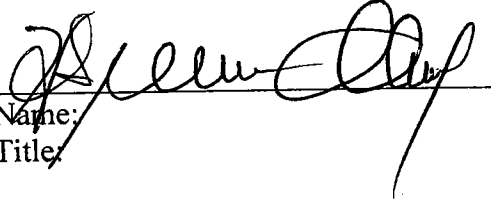
Schedule of Marks

<u>MARK</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>DATE ISSUED</u>	<u>EXPIRATION DATE/NEXT ACTION</u>
GREEN AND YELLOW MOTHER'S LABEL DESIGN	696,499	04/19/1960	04/19/2010
HEALTH TIME, and design	1,646,163	05/28/1991	05/28/2011
MILK 'N' HONEY	1,468,689	12/08/1987	12/08/2007
MOTHER'S OWN	1,466,463	11/24/1987	11/24/2007
REDI-JELLED	713,692	04/04/1961	04/04/2011
ROKEACH	250,918	12/18/1928	12/18/2008
ROKEACH	380,071	08/06/1940	08/06/2010
ROKEACH, and design	775,476	08/18/1964	08/18/2014
ROKEACH, and design	250,800	12/18/1928	12/18/2008
ROKEACH, and design	640,454	01/22/1957	01/22/2007
ROKEACH, and design	1,068,839	07/05/1977	07/05/2007

rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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

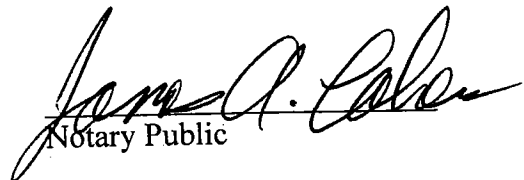
**ROKEACH FOOD CORPORATION (as
successor-in-interest to I. ROKEACH & SON,
INC.)**

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 Rokeach Food Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

JAMES A. COHEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02CO4507248
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 30, 20__


Notary Public