

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CanGro Foods Inc.		08/21/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2109906 Ontario Inc.		
<b>Street Address:</b>	1532 County Road 34, P.O. Box 280		
<b>City:</b>	Ruthven, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N0P 2G0		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2354846	PRIMO	
Registration Number:	2354807	PRIMO	
Registration Number:	1779103	PRIMO	
Registration Number:	1521142	PRIMO	
Registration Number:	0974230	PRIMO	
Registration Number:	2503114	PRIMO. FOR THE LOVE OF ITALIAN FOOD.	
Registration Number:	2511221	PRIMO	
Registration Number:	2501032	PRIMO	
Registration Number:	2501031	PRIMO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5852631065		
<b>Email:</b>	kwalsh@nixonpeabody.com		

**CH \$240.00 2354846**

Correspondent Name: Kristen M. Walsh  
Address Line 1: Clinton Square, P.O. Box 31051  
Address Line 2: Nixon Peabody LLP  
Address Line 4: Rochester, NEW YORK 14603-1051

ATTORNEY DOCKET NUMBER:

16164/NEW

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Kristen M. Walsh

Signature:

/kristenmwash/

Date:

09/01/2006

Total Attachments: 9

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**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT dated the 21st day of August, 2006.

**B E T W E E N:**

**CANGRO FOODS INC.**, a corporation existing under the laws of Canada, who principal place of business is 2150 Lakeshore Blvd., Toronto, Ontario M8V 1A3

(the "Assignor")

- and -

**2109906 Ontario Inc.**, a corporation incorporated under the laws of the Province of Ontario, whose principal place of business is 1532 County Road 34, P.O. Box 280, Ruthven, Ontario, N0P 2G0

(the "Assignee")

**WHEREAS**, the Assignor is the owner of certain trademarks and registrations at the Canadian Intellectual Property Office ("CIPO"), Trade-mark Branch and the United States Patent and Trademark Office ("USPTO") and including the registrations set forth more fully in Schedules A and B attached hereto and incorporated by reference herein (the "Trade-marks");

**WHEREAS**, the Assignee is desirous of acquiring the entire right, title and interest in and to the Trade-marks and wishes to confirm its ownership of the right, title and interest in and to the Trade-marks, and any registrations thereof;

**AND WHEREAS** the Assignor executed an asset purchase agreement dated August 21, 2006, between the Assignor, Sun-Brite Canning Ltd., the Assignee, Cangro Pasta Inc., and Cangro Tomato Inc. which provides (among other things) for the purchase by the Assignee from the Assignor of certain assets of the Assignor, including said Trade-marks;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor confirms that it has sold, assigned and transferred, and by these presents, does hereby assign unto the Assignee the entire right, title and interest in and to said Trade-marks and the registrations thereof, including the common law rights to any abandoned applications, and unregistered trade-marks related thereto together with the goodwill of the business symbolized by said Trade-marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns,

or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made;

AND this assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto;

AND this assignment may be executed in multiple counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same;

AND the Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this assignment;

AND this assignment shall be effective as of the 18<sup>th</sup> day of August, 2006;

IN WITNESS WHEREOF, this trade-mark assignment has been executed by the parties hereto as of the date set forth above.

Signed by  
in the presence of:

[Handwritten Signature]  
Signature of Witness

Julie Lanz  
Name of Witness

CANGRO FOODS INC.

By: [Handwritten Signature]  
Name: Tom Whitehead  
Title: President

ACKNOWLEDGED AND RECEIVED at the City of Toronto in the Province of Ontario this 18<sup>th</sup> day of August, 2006.

Signed by  
in the presence of:

\_\_\_\_\_  
Signature of Witness

Name of Witness

2109906 ONTARIO INC.

By: \_\_\_\_\_  
Name:

Title: \_\_\_\_\_

or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made;

AND this assignment shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns as the case may be, of the parties hereto;

AND this assignment may be executed in multiple counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same;

AND the Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this assignment;

AND this assignment shall be effective as of the 21<sup>st</sup> day of August, 2006;

IN WITNESS WHEREOF, this trade-mark assignment has been executed by the parties hereto as of the date set forth above.

Signed by  
in the presence of:

CANGRO FOODS INC.

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name of Witness

ACKNOWLEDGED AND RECEIVED at the City of Toronto in the Province of Ontario this 21<sup>st</sup> day of August, 2006.

Signed by  
in the presence of:

2109906 ONTARIO INC.

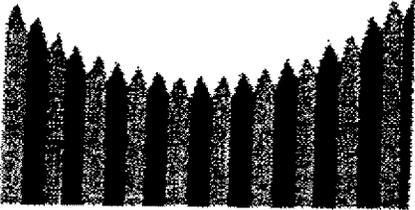
  
\_\_\_\_\_  
Signature of Witness

By:   
Name: Henry Jacobelli

Title: President

Name of Witness M. Howarth

SCHEDULE A  
CANADIAN TRADE-MARKS

<i>Trade-mark</i>	<i>Reg. No.</i>
A PASSION FOR PASTA	TMA479,998
IL MIGLIORE	TMA479,313
LA VITA	TMA167,400
LAVITA & DESIGN	TMA218,526
	
MACARONI ROMA & DESIGN	TMA145,202
	
PICKET FENCE DESIGN	TMA206,899
	
PRIMO	TMA196,762

<i>Trade-mark</i>	<i>Reg. No.</i>
PRIMO & DESIGN 	TMA204,426
PRIMO & DESIGN 	TMA492,638
PRIMO & DESIGN 	TMA492,683
PRIMO. FOR THE LOVE OF ITALIAN FOOD	TMA510,605
PRIMO. POUR L'AMOUR DE LA CUISINE ITALIENNE	TMA527,417

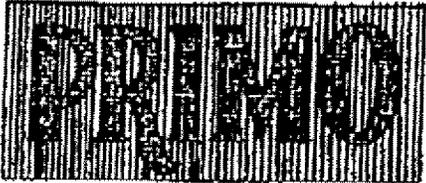
Trade-mark	Reg. No.
ROMA PASTA & DESIGN 	TMA270,394
THE REAL ITALIAN DESIGN  <b>THE REAL ITALIAN</b>	TMA350,116
THE REAL ITALIAN TASTE & DESIGN  <i>The Real Italian Taste!</i>	TMA477,163
PRIMO & Design  	TMA153,466
PRIMO	TMA179,577
LA COSENTINA	TMA167,729
FENCE DESIGN  	TMA204,957

<i>Trade-mark</i>	<i>Reg. No.</i>
PIZZA SQUEEZE	TMA429,740
RECIPE STARTER	TMA580,872
RECETTE DE BASE	TMA580,886

Any other trade-mark comprising or containing the word PRIMO including, but not limited to, unregistered trade-marks and abandoned applications.

SCHEDULE B  
UNITED STATES TRADE-MARKS

<i>Trade-mark</i>	<i>Reg. No.</i>
PRIMO & DESIGN  	2,354,846
PRIMO	2,354,807
PRIMO & DESIGN  	1,779,103
PRIMO & DESIGN  	1,521,142
PRIMO & DESIGN	974,230

<i>Trade-mark</i>	<i>Reg. No.</i>
	
PRIMO. FOR THE LOVE OF ITALIAN FOOD	2,503,114
PRIMO  	2,511,221
PRIMO  	2,501,032
PRIMO	2,501,031

Any other trade-mark comprising or containing the word PRIMO including, but not limited to, unregistered trade-marks and abandoned applications.

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