

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
Rosina Food Products, Inc.		09/05/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Rosina Holding, Inc.		
Street Address:	170 French Road		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14227		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1584904	ROSINA	
Registration Number:	2119436	ROSINA EST. 1963	
Registration Number:	2121316	ROSINA LIGHT	
Registration Number:	2093898	SAUSAGE BITES	
CORRESPONDENCE DATA			
Fax Number:	(585)295-8453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5852954497		
Email:	ayost@hiscockbarclay.com		
Correspondent Name:	Andrew H. Yost		
Address Line 1:	2000 HSBC Plaza		
Address Line 4:	Rochester, NEW YORK 14604-2404		
ATTORNEY DOCKET NUMBER:	1013982-1		
NAME OF SUBMITTER:	Andrew H. Yost		

OP \$115.00 1584904

Signature:

/andrew h. yost/

Date:

09/21/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Rosina Food Products, Inc.**, a New York corporation (hereinafter "Assignor"), hereby assigns, transfers and sets over to **Rosina Holding, Inc.**, a Delaware corporation (hereinafter "Assignee"), the entire right, title and interest including all common law rights in and the trademarks, service marks and trade names identified in attached Schedule "A" attached hereto and made a part hereof (hereinafter "Marks"), together with all applications and registrations therefore throughout the world, and together with the good will of the business connected with the use of and symbolized by the Marks and with all rights of protection and all claims for past infringement thereof throughout the world.

Assignor covenants that it has the full right and power to convey the entire interest herein assigned, and that it has not executed and shall not hereafter execute any document in conflict with this Assignment. Assignor further covenants that it will at any time and at the request of Assignee execute such documents and take such other action that in the opinion of Assignee may be desirable or necessary to secure to Assignee, its successors, legal representatives and assigns, all rights conveyed and intended to be conveyed by this instrument.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be signed this 5th day of September, 2006.

ASSIGNOR:
ROSINA FOOD PRODUCTS, INC.

By: _____


Russell A. Conigliano
President & CEO

SCHEDULE A
LICENSED MARKS

A. Marks Registered in the United States

<u>NO.</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
1.	Rosina (Design plus words)	1,584,904
2.	Rosina Est. 1963 (Design plus words)	2,119,436
3.	Rosina Light	2,121,316
4.	Sausage Bites	2,093,898

B. Unregistered Trade Names and Marks

<u>NO.</u>	<u>MARK</u>
1.	The trade name Rosina
2.	Chicken Zings
3.	Meatloaf in Minutes
4.	Bella
5.	Rosina (word mark)
6.	Chip Steaks Brands
7.	Big Bag
8.	All packaging designs and trade dress used in association with any one or more of the trade names and/or word marks.