

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
Smucker Brands, Inc.		10/02/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Farmhouse Foods, Inc.		
Street Address:	56 Tappan Lane		
City:	Orinda		
State/Country:	CALIFORNIA		
Postal Code:	94563		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1855320	FARMHOUSE	
Registration Number:	2745639	FARMHOUSE	
Registration Number:	2967321	MAKE IT DELICIOUS. MAKE IT FARMHOUSE.	
CORRESPONDENCE DATA			
Fax Number:	(330)684-3026		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-684-3527		
Email:	kevin.mular@jmsmucker.com		
Correspondent Name:	Jeannette Knudsen		
Address Line 1:	One Strawberry Lane		
Address Line 4:	Orrville, OHIO 44667-0280		
NAME OF SUBMITTER:	Jeannette Knudsen		
Signature:	/jeannette knudsen/		
Date:	10/18/2006		

OP \$90.00 1855320

Total Attachments: 4

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EXHIBIT B

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of October 2, 2006, is by and between The J.M. Smucker Company, an Ohio corporation, Smucker Brands, Inc., a Delaware corporation, and J. M. Smucker LLC, an Ohio limited liability company (collectively referred to as "Assignor") and Farmhouse Foods, Inc., a California corporation ("Assignee").

RECITALS

- A. Pursuant to the asset purchase agreement by and between Assignor and Assignee, dated as of October 2, 2006 (the "Asset Purchase Agreement"), the parties desire that Assignee purchase certain assets of Assignor including the right, title and interest to certain intellectual property.
- B. Assignor wishes to sell, assign and transfer to the Assignee all of Assignor's right, title and interest, if any, in and to certain intellectual property.

NOW THEREFORE in consideration of the premises and the following mutual covenants and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, assigns and sets over to Assignee its right, title and interest in and to the Intellectual Property (including without limitation the intellectual property set forth in Appendix "A"), with full power and authority to demand, collect, sue for breach of any of the Intellectual Property or for specific performance of any of the said Intellectual Property when it was owned by Assignor, to the extent that Assignor had not already done so as of the effective date of this Assignment.
2. Further Assurances. Each of Assignor and Assignee shall, at all times hereafter, execute and deliver, at the request of the other, all such further documents, deeds and instruments and shall do and perform all such acts or things as may be necessary to implement and give full effect to the intent and meaning of this Assignment.
3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same interest.

5. Amendments. No amendment, waiver, modification, termination or cancellation of this Assignment shall be effective unless made in writing and signed by the party against whom enforcement is sought.

6. Severability. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

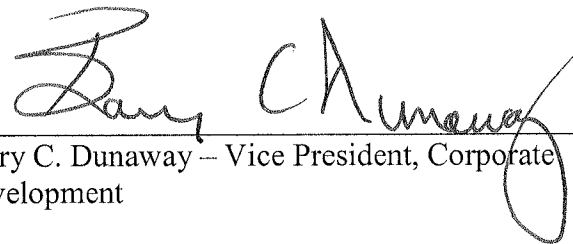
7. Governing Law, Entire Agreement. This Assignment shall for all purposes be governed by the laws of the State of Ohio without regard to choice of law or conflicts of law provisions. This Assignment constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto.

8. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings given to such terms in the Agreement.

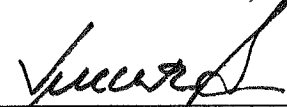
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:

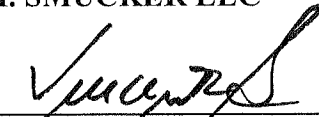
THE J.M. SMUCKER COMPANY

By: 
Barry C. Dunaway -- Vice President, Corporate Development

SMUCKER BRANDS, INC.

By: 
Vincent C. Byrd, Vice President


J. M. SMUCKER LLC

By: 
Vincent C. Byrd, Vice President

ASSIGNEE:

FARMHOUSE FOODS, INC.

By: 
Lisa R. Noble, Director

By: 
John C. Wynne, Director

APPENDIX "A"

<u>Trademark</u>	<u>Reg. Number</u>	<u>Goods</u>	<u>Owner</u>
Farmhouse	1,855,320	Rice and seasoned rice mixes and pasta and seasoned pasta mixes (CL30)	Smucker Brands, Inc.
Farmhouse & Design	2,745,639	Rice and seasoned rice mixes; pasta and seasoned pasta mixes (CL30)	Smucker Brands, Inc.
Make It Delicious. Make It Farmhouse.	2,967,321	Noodles and sauce sold as a unit; and main meal mixes having either a rice or pasta base (CL30)	Smucker Brands, Inc.