

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mendocino Pasta Co.		10/01/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Tree of Life, Inc.		
Street Address:	405 Golfway West Drive		
Internal Address:	Attn: Kelly Kosmin		
City:	St. Augustine		
State/Country:	FLORIDA		
Postal Code:	32095		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1869817	MENDOCINO PASTA CO.	
Registration Number:	1875432	MENDOCINO PASTA CO.	
Registration Number:	1986477	MENDOCINO	
CORRESPONDENCE DATA			
Fax Number:	(904)940-2553		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904-940-2415		
Email:	cynthia.rubio@treeoflife.com		
Correspondent Name:	Tree of Life, Inc.		
Address Line 1:	405 Golfway West Drive		
Address Line 2:	Attn: Kelly Kosmin		
Address Line 4:	St. Augustine, FLORIDA 32095		
NAME OF SUBMITTER:	Kelly P. Kosmin, General Counsel		
Signature:	/s/ Kelly P. Kosmin		

OP \$90.00 1869817

Date:

10/23/2006

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment") is made as of October 1, 2006 (the "Effective Date"), by Mendocino Pasta Co., a California corporation ("MP"), and Mendocino Pasta Co., a California Limited Partnership ("Debtor;" Debtor and MP are collectively referred to herein as the "Mendocino Parties"), each with a principal address of 640 Martin Avenue, Rohnert Park, California 94928, in favor of Tree of Life, Inc., a Delaware corporation d/b/a Liberty Richter, with a principal address of 405 Golfway West Drive, St. Augustine, Florida 32095 ("TOL").

MP, Debtor and Liberty Richter, Inc. ("LR"), a predecessor in interest to TOL, entered into a Security Agreement dated October 1, 1997, as amended by that certain Amendment to Note and Security Agreement dated November 15, 2000 (the "Security Agreement"). Pursuant to the Security Agreement, MP, as the general partner of Debtor, granted LR a security interest in certain trademarks owned by MP and used in connection with the line of pasta products sold under the brand "Mendocino Pasta Co.," including, without limitation, the trademarks set forth on Schedule A attached hereto (collectively, the "Marks") to secure a loan made by LR to Debtor pursuant to a Promissory Note dated October 1, 1997, as amended by that certain Amendment to Note and Security Agreement dated November 15, 2000 (the "Note"). TOL, LR's successor in interest, desires to acquire, and the Mendocino Parties wish to assign to TOL, all of the Mendocino Parties' rights in the Marks and the domain name <www.mendocinopastaco.com> (the "Domain Name;" the Domain Name and the Marks are referred to collectively herein as the "Intellectual Property") for consideration in an amount equal to the outstanding balance due under the Note. Accordingly, the parties wish to provide for the assignment of all of the Mendocino Parties' right, title, and interest in the Intellectual Property, together with the goodwill that MP and Debtor have developed in the Marks, to TOL.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Each of the Mendocino Parties hereby conveys, assigns, sells, and transfers to TOL and its successors and assigns its respective entire right, title, and interest in and to the Intellectual Property, together with the goodwill that MP and Debtor have developed in the Marks, to be held and enjoyed by TOL for its own use and benefit and for the use and benefit of its parent corporation, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by the Mendocino Parties had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to TOL include MP's rights in all issued registrations for the Intellectual Property, as identified on Schedule A to this Assignment. The rights assigned hereunder also specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages and other relief awarded as a result of any infringement claim.

2. **Relinquishment of All Rights in the Intellectual Property.** Following the Effective Date of this Assignment, the Mendocino Parties shall retain no rights in the Intellectual Property and the Mendocino Parties shall not use the Intellectual Property or any other marks or domain names confusingly similar to the Marks on products, as part of a corporate or partnership name, or otherwise. Each of the Mendocino Parties shall take such action as may be necessary to cancel or change its corporate and partnership and any assumed or fictitious name or equivalent registrations containing any of the Marks in whole or in part to a name which is not confusingly similar to the Marks or likely to dilute TOL's exclusive rights in and to the Intellectual Property, and each of the Mendocino Parties shall furnish TOL with evidence satisfactory to TOL of compliance with this obligation within thirty (30) days after the Effective Date. The Mendocino Parties shall not, at any time following the Effective Date, contest the validity of the Intellectual Property or the validity of the assignment of such parties' rights in the Intellectual Property to TOL.

3. **Consideration.** Subject to paragraph 6 below, in consideration for the assignment to TOL of all right, title, and interest in and to the Intellectual Property and the goodwill developed therein, TOL shall pay to the Mendocino Parties the amount of \$404,441.32 by way of a credit against the

outstanding balance due under the Note. Following execution of this Assignment and consummation of the transactions contemplated hereby, the Note shall be paid in full and retired, Debtor shall not be obligated to make any further payments to TOL with respect to the Note, and the Mendocino Parties shall have no ongoing obligations to TOL arising out of the Security Agreement or the Note, except as expressly provided in this Assignment.

4. **Representations and Warranties.** The Mendocino Parties make the following representations and warranties:

- a. **Authority.** Each of the Mendocino Parties has the authority to make this Assignment, and this Assignment will not violate its contractual obligations to any third party.
- b. **Ownership of the Marks.** MP is the sole and exclusive owner of the Marks, free and clear of all liens, encumbrances, security interests or rights of any party whatsoever, except pursuant to the Security Agreement, and no other person or entity has been licensed to use the Marks.
- c. **Ownership of the Domain Name.** MP is the sole and exclusive owner of the Domain Name, free and clear of all liens, encumbrances, security interests or rights of any party whatsoever, and no other person or entity has been licensed to use the Domain Name.
- d. **Registration of the Marks.** The Marks have been duly registered with the United States Patent and Trademark Office under the Registration Numbers set forth on Schedule A, and such registrations are in good standing, valid and enforceable.
- e. **Registration of the Domain Name.** The Domain Name has been duly registered with DirectNIC, and such registration is in good standing, valid and enforceable.
- f. **Non-Infringement.** To the knowledge of the Mendocino Parties, the Intellectual Property does not infringe on the trademark or other intellectual property rights of any third party.
- g. **Litigation.** There are no pending or threatened claims by any third party relating to the Intellectual Property or the goodwill developed in the Marks.

5. **Indemnity.** Notwithstanding any knowledge qualifier contained herein, the Mendocino Parties shall indemnify, defend and hold harmless TOL from any and all costs, claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) which TOL may incur with respect to the subject matter of the aforesaid representations and warranties.

6. **Joint and Several Liability.** The liability and obligations of the Mendocino Parties to TOL under this Assignment shall be joint and several. Notwithstanding the representations and warranties which indicates that MP is the owner of the Intellectual Property, to the extent Debtor may have any ownership interest whatsoever in the Intellectual Property, Debtor hereby assigns, transfers and conveys such interest in the Intellectual Property, together with any goodwill associated therewith, to TOL.

7. **Further Assurances.** MP shall take all steps necessary to transfer ownership of the Domain Name to TOL, including but not limited to cooperating with the domain name transfer process established by DirectNIC, the registrar of the Domain Name. The Mendocino Parties further shall execute any other documents or provide any further authorizations, affidavits, declarations, samples, exhibits or other materials or documentation that are necessary or desirable in order to fulfill the provisions of or the

purposes of this Assignment or to substantiate TOL's use and ownership of the Intellectual Property and the goodwill developed in the Marks.

8. **Attorney's Fees.** In any legal action or arbitration or other proceeding arising out of or related to or for the enforcement of this Assignment, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled from the non-prevailing party.

9. **Binding Effect.** This Assignment is binding upon the parties and their respective successors, assigns, trustees, and representatives.

10. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

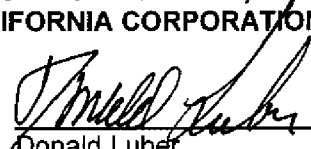
11. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of New Jersey, excluding its choice of law provisions.

12. **Survival.** The representations, warranties, covenants and indemnities set forth in this Assignment shall survive following the assignment of the Intellectual Property.

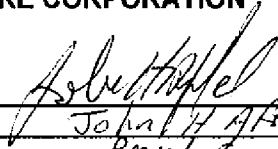
13. **Entire Agreement.** This Assignment is the sole understanding and agreement between the parties with respect to its subject matter. There are no other terms, covenants, conditions, warranties or representations between the parties, whether written or unwritten, not set forth herein. This Assignment supersedes any other such prior or contemporaneous oral or written discussions, agreements, understandings or correspondence. Any revisions to this Assignment must be approved in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives as of the Effective Date.

**MENDOCINO PASTA CO.,
A CALIFORNIA CORPORATION**

By: 
Name: Donald Lubert
Title: President

**TREE OF LIFE, INC.,
A DELAWARE CORPORATION**

By: 
Name: John H. Appel
Title: President


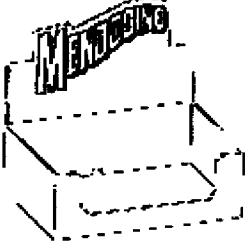
**MENDOCINO PASTA CO.,
A CALIFORNIA LIMITED PARTNERSHIP**

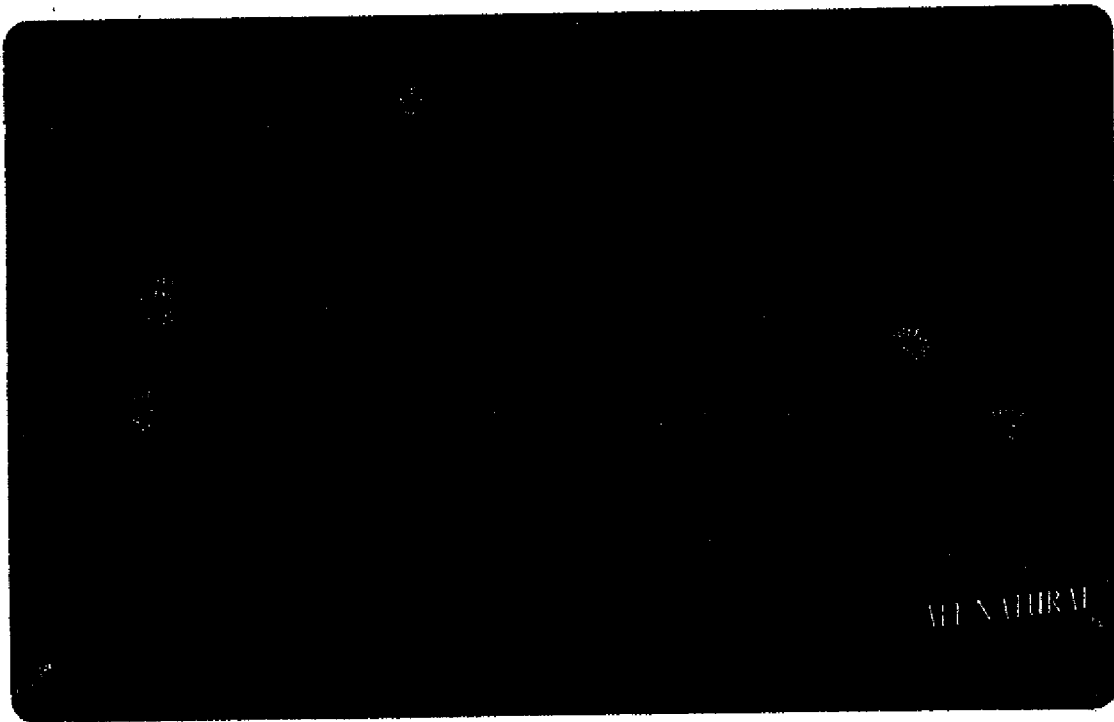
By: Mendocino Pasta Co., a California corporation, its General Partner

By: 
Name: Donald Lubert,
Title: President

SCHEDULE A TO ASSIGNMENT

Domain Name: mendocinopastaco.com

Mark	Goods	Serial No.	Registration No.
MENDOCINO PASTA CO.	Intl. Cl. 30: Pasta	74/434,616	1,869,817
MENDOCINO PASTA CO. and Design 	Intl. Cl. 30: Pasta	74/477,369	1,875,432
<i>Composite mark depicted on label appearing below chart</i>			
MENDOCINO and Design of Product Display 	Intl. Cl. 30: Pasta	74/477,799	1,986,477



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