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
Kraft Foods Holdings, Inc.		10/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Riviana Foods Inc.	
Street Address:	2777 Allen Parkway	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77019	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0052119	MINUTE
Registration Number:	0650611	MINUTE
Registration Number:	1802881	MINUTE BRAND
Registration Number:	0976940	MINUTE

CORRESPONDENCE DATA

900061692

(713)223-3717 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

713-226-1200 Phone:

Email: ppaquet@lockeliddell.com

Correspondent Name: Patricia Paquet Address Line 1: 600 Travis Street

Address Line 2: 3400 JPMorgan Chase Tower Address Line 4: Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER: 016033-00005

NAME OF SUBMITTER: Patricia Paquet

TRADEMARK

REEL: 003420 FRAME: 0690

Signature:	/patricia paquet/
Date:	11/02/2006
Total Attachments: 7 source=MinuteRice-Assign#page1.tif source=MinuteRice-Assign#page2.tif source=MinuteRice-Assign#page3.tif source=MinuteRice-Assign#page4.tif source=MinuteRice-Assign#page5.tif source=MinuteRice-Assign#page6.tif source=MinuteRice-Assign#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS** is made by Kraft Foods Holdings, Inc. a Delaware corporation ("<u>Assignor</u>") to Riviana Foods Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, Assignor's affiliate Kraft Foods Global, Inc. ("KFG") and Ebro Puleva S.A., a company organized under the laws of the Kingdom of Spain ("Parent"), have entered into an Asset Purchase Agreement dated as of July 27, 2006 (the "Purchase Agreement"); and

WHEREAS, Assignee is a direct wholly owned subsidiary of Parent;

WHEREAS, under the Purchase Agreement, Parent agreed to purchase the Acquired Assets (as that term is defined in the Purchase Agreement) from Assignor and its affiliates, including certain intellectual property assets;

WHEREAS, the Acquired Assets include the trademark registrations and applications listed on <u>Schedule A</u> and the patents listed on <u>Schedule B</u> (together, the "<u>Assets</u>");

WHEREAS, the Parent and Assignee are simultaneously entering into an Assignment and Assumption Agreement (the "Assignment Agreement"), under which the Parent is assigning and Assignee is assuming certain of the Parent's rights and obligations under the Purchase Agreement, including the right and obligation to purchase the Assets; and

WHEREAS, Assignor is the registered owner of the Assets;

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement and the Assignment Agreement:

- 1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assets, together with the goodwill of the business symbolized by the Assets, all rights and privileges that arise from the Assets, and all causes of action, past and future, for infringement or other violation of the Assets.
- 2. Assignor will execute and deliver such other instruments of conveyance, and will take such other actions, as Assignee may reasonably request in order to effect and record the foregoing assignment. Assignor will pay the reasonable expenses incurred by Assignor in providing such cooperation, except as otherwise may be provided in the Purchase Agreement.
- 3. This Assignment will inure to the benefit of Assignee and its successors and assigns, and will be binding upon Assignor and its successors and assigns.
- 4. This Assignment does not (i) convey any rights of Assignor other than those required to be transferred under the Purchase Agreement, (ii) create any obligations for Assignor in addition to those provided under the Purchase Agreement, or (iii) relieve Assignor of any obligations under the Purchase Agreement.

RIVIANA FOODS INC. KRAFT FOODS HOLDINGS, INC. Its: Attorney-in-Fact Date: 10-29-06STATE OF ILLINOIS STATE OF) SS:) SS: COUNTY OF COOK COUNTY OF On this day of October, 2006, On this ____ day of ______, 2006, before me appeared before me appeared Kenneth E. Monson, who, who, being by me duly sworn, did say that being by me duly sworn, did say that he is an he/she is the Attorney-in-Fact of Assignor, a Delaware Assignee, a _____ corporation, and corporation, and personally known to me to be personally known to me to be the same person the same person whose name is subscribed to the foregoing Assignment Of Intellectual whose name is subscribed to the foregoing Property Assets and acknowledged to me that Assignment Of Intellectual Property Assets and acknowledged to me that he/she signed and he signed and delivered the foregoing delivered the foregoing Assignment on behalf Assignment on behalf of and pursuant to of and pursuant to authority from such authority from such corporation and that the foregoing Assignment was a free and voluntary corporation and that the foregoing Assignment act and deed. was a free and voluntary act and deed. Notary Public _____ My commission expires: $\frac{9}{31/08}$ My commission expires:_____

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OFFICIAL SEAL
DONNA L MORRONE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/21/08

SCHEDULE A

TRADEMARKS

(2 Pages Attached)

Registered Trademarks and Applications

Country	Mark	Registration No.	Application No.	Status	Next Renewal
Argentina	MINUTE	1006569		Registered	2008
Australia	MINUTE	A234650		Registered	2007
Australia	MINUTE	A124297		Registered	2007
Australia	MINUTE &	A34696		Registered	Renewal
	Man Design)	application filed
Bermuda	MINUTE	1035		Registered	2010
Bolivia	MINUTE	92054/C		Registered	2013
Canada (Newfoundland Only)	MINUTE	NFLD2825		Registered	Perpetual
Canada	MINUTE	TMDA7473		Registered	2020
Canada	Minute Man	NFLD2831		Registered	Perpetual
(Newfoundland Only)	Design		The state of the s		
Canada	MINIT	TMA163338		Registered	2014
Canada	MINUTE RICE	393955		Registered	02/2007
Canada	MINUTE RICE CREATIONS	386505		Registered	2021
China	MINUTE	165450		Registered	2012
Ecuador	MINUTE	7753/00		Registered	2010
Guatemala	MINUTE	89520		Registered	2008
Honduras	MINUTE	75838		Registered	2009
India	MINUTE		1422256	Pending	
Indonesia	MINUTE	IDM000003476		Registered	2014
Ireland	MINUTE & Design	49389		Registered	2016
Italy	MINUTE	694347		Registered	Renewal application filed
Jamaica	MINUTE	10526		Registered	2013
Japan	MINUTE	2172727		Registered	2009
Lebanon	MINUTE & Design	101637		Registered	2020
Mexico	MINUTE	368076		Registered	2013
New Zealand	MINUTE & Minute Man Design	36109		Registered	8/2007
Nicaragua	MINUTE		2005-02143	Pending	

Country	Mark	Registration	Application	Status	Next
		No.	No.		Renewal
	TAPIOCA				
Nicaragua	MINUTE		2005-02145	Pending	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
	RICE				
Panama	MINUTE	97769		Registered	2008
	RICE				L.
Paraguay	MINUTE	228484		Registered	2010
Peru	MINUTE	247894		Registered	2015
Philippines	MINUTE	4/1995/106801		Registered	2020
Suriname	MINUTE	11025		Registered	2012
Switzerland	MINUTE-	279753		Registered	2013
	MAN & Man				
	Design				
Switzerland	MINUTE	344655		Registered	2013
Thailand	MINUTE	13583		Registered	2012
Tunisia	MINUTE	EE970226		Registered	2012
United States	MINUTE	52119		Registered	2016
United States	MINUTE	650611		Registered	08/20/07
United States	MINUTE	1802881		Registered	2012
	BRAND &				
	Design				
United States	MINUTE	976940		Registered	2014
Venezuela	MINUTE		14911/2001	Pending	

SCHEDULE B

PATENTS

(1 Page Attached)

CHI\4716378.1

Patents

Country	Patent No.	Issue Date	Title
United States	4,794,016	December 27, 1988	Reduction of instant rice pour-off
United States	4,857,348	August 15, 1989	Process for producing instantized parboiled rice
United States	4,952,416	August 28, 1990	Process for producing instantized parboiled rice
Canada	1,331,433	August 16, 1994	Reduction of instant rice pour-off
Canada	1,334,729	March 14, 1995	Process for producing instantized parboiled rice

RECORDED: 11/02/2006