

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Joseph's Pasta Company, LLC		12/01/2006	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Societe des Produits Nestle S.A.		
<b>Street Address:</b>	55 Avenue Nestle		
<b>City:</b>	CH-1800 Vevey		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	a societe anonyme: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1411545	LA ROMAGNOLA GOURMET PASTA	
Registration Number:	1958161	LE PATRON	
Registration Number:	1642464	SAUCE PLUS	
Serial Number:	76658213	SACCHETTI	
Serial Number:	76664548	PASTA FRESCA	
Serial Number:	76664543	PASTA FRESCA LA CUCINA TOSCANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7145401235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	030256-0030 FROM JPC TO N		

OP \$165.00 1411545

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Patricia A. Conner
Signature:	/Patricia A. Conner/
Date:	12/04/2006

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“**Agreement**”) dated as of December 1, 2006, by and among Joseph’s Pasta Company, LLC, a Massachusetts limited liability company, (the “**Company**”) (the “**Assignor**”), and Société des Produits Nestlé S.A., a société anonyme organized under the laws of Switzerland (“**Assignee**”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, service marks, trade names, trade dress, logos, product names and slogans listed on the attached “**Schedule A**”, including any common law rights, registrations, and applications for registration for any of the foregoing and all common law rights therein, together with all the goodwill associated with all of the foregoing, worldwide, (collectively, the “**Trademarks**”);

WHEREAS, Nestlé Prepared Foods Company, a Pennsylvania corporation (“**BUYER**”), Joseph P. Faro, Joseph P. Faro, Trustee, Joseph’s Pasta Business Trust, a Massachusetts business trust, JPC Management, LLC, a Massachusetts limited liability company, Joseph’s Pasta Equipment Corporation, a Massachusetts corporation, Joseph A. Faro, Rose Faro, Gina Brannon, Deanna Gaiero, David Robinson, David Gillen, Thomas Bean and Timothy Bean are party to an Asset Purchase Agreement dated as of October 6, 2006 (the “**Asset Purchase Agreement**”). All terms contained herein shall have the meanings ascribed to them in the Asset Purchase Agreement, unless otherwise expressly set forth herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor’s right, title and interest in and to the Trademarks;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, all of such Assignor’s right, title and interest in, to and under the Trademarks, including the rights to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests (collectively with the Trademarks, the “**Trademark Rights**”).

2. Assumption. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of the right, title and interest in, to and under the Trademarks Rights, sold, transferred, assigned, conveyed and delivered by Assignor pursuant to Section 1.

3. Excluded Assets. Notwithstanding anything to the contrary, the Trademarks Rights shall not include any of the Excluded Assets.

4. Additional Documents. From time to time, as and when requested by any party, each of the parties hereto shall execute such documents and other instruments and take such further actions as may be reasonably required or desirable to consummate and evidence the transactions contemplated by the Asset Purchase Agreement, including the execution and delivery of such other instruments of transfer reasonably necessary to transfer title to the Trademarks Rights to Assignee as contemplated by the Asset Purchase Agreement, to obtain, issue or enforce the Trademarks Rights or to obtain recording of this Agreement.

5. Effective Date. The sale, transfer, assignment, conveyance and delivery of the Trademarks Rights by Assignor to Assignee pursuant to Section 1 hereof shall be deemed effective as of the date first written above.

6. No Waiver. Neither the making nor the acceptance of this instrument shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release of SELLERS or BUYER of any liabilities, duties or obligations imposed upon them by the terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and other provisions of the Asset Purchase Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

7. Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms and conditions of the Asset Purchase Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of the parties hereto, and nothing herein express or implied shall give or be construed to give to any Person, other than the parties hereto, any legal or equitable rights hereunder as a third-party beneficiary or otherwise.

8. Amendments. No amendment, supplement, modification or cancellation of this Agreement shall be effective unless it shall be in writing and signed by Assignee and the SELLERS' Representative (on behalf of himself and Assignor).

9. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

10. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

11. Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

13. Actions and Proceedings. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of any state or federal court located in the State of New York in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a federal court sitting in the State of New York; provided that any service process to be served upon Assignee must be made in compliance with the Hague Convention.

14. Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled, without posting a bond or similar indemnity, to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of New York or any New York state court, in addition to any other remedy to which they are entitled at law or in equity.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**JOSEPH'S PASTA COMPANY, LLC**

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

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

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

**ASSIGNEE:**

**SOCIÉTÉ DES PRODUITS NESTLÉ, S.A.**

BY: \_\_\_\_\_

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

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

Signature page to Trademark Assignment

**TRADEMARK**  
**REEL: 003437 FRAME: 0805**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

**ASSIGNOR:**

**JOSEPH'S PASTA COMPANY, LLC**

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

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

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

**ASSIGNEE:**

**SOCIÉTÉ DES PRODUITS NESTLÉ, S.A.**

BY: J. Maeder

Name: Jean-Pierre Maeder

Title: Authorized Signatory

Signature page to Trademark Assignment

**SCHEDULE "A"**

**Trademarks and Trademark Applications**

**Registered Trademarks**

<b>Title</b>	<b>Registration Number</b>
La Romagnola Gourmet Pasta	1411545
Le Patron	1958161
Sauce Plus	1642464

**Trademark Applications**

<b>Title</b>	<b>Application Number</b>
Sacchetti	76658213
Pasta Fresca	76664548
Pasta Fresca La Cucina Toscana	76664543