

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
Natural Glo Investors LP		03/15/2007	LIMITED PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NutraCea		
Street Address:	5090 North 40th Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2659543	EQUINE SHINE STABILIZED RICE BRAN	
Registration Number:	1927481	NATURAL GLO	
Registration Number:	1803034	SATIN FINISH	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	62732-6000.000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
Signature:	/Jennifer Lee Taylor/		

CH \$90.00 2659543

Date:

03/21/2007

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Natural Glo Investors LP, a California limited partnership with its principal place of business located at Route 2, Box 1221, Country Road 48, Willows, California ("Assignor"), is the sole owner of all rights, title and interest in and to the trademarks listed in the attached Exhibit A (the "Trademarks"); and

WHEREAS, Assignor wishes to assign all rights, title and interest in and to the Trademarks to NutraCea, a California corporation with its principal place of business located at 5090 North 40th Street, Phoenix, Arizona 85018 ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys (and agrees to assign, grant, transfer and convey) to Assignee, its successors and assigns all right, title and interest throughout the world in and to the Trademarks, together with all national, foreign, state and common law registrations, applications for registration and renewals and extensions thereof; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Trademarks; and to settle and retain proceeds from any such actions).

Assignor also agrees to execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, in the opinion of Assignee, to register a trademark or otherwise enforce Assignee's rights in the Trademarks; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name.

This assignment agreement constitutes the entire agreement between Assignor and Assignee concerning the subject matter hereof and supersedes all prior or contemporaneous discussions, communications and agreements, whether oral or written, between Assignor and Assignee relating to the subject matter hereof.

IN WITNESS THEREOF, the Assignor has executed this document by the name of its duly authorized officer, as of March 15, 2007.

NATURAL GLO INVESTORS LP

By:

Name:

Title:

NUTRACEA

By: _____

Name: _____

Title: _____

ASSIGNMENT

WHEREAS, Natural Glo Investors LP, a California limited partnership with its principal place of business located at Route 2, Box 1221, Country Road 48, Willows, California ("Assignor"), is the sole owner of all rights, title and interest in and to the trademarks listed in the attached Exhibit A (the "Trademarks"); and

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IN WITNESS THEREOF, the Assignor has executed this document by the name of its duly authorized officer, as of March __, 2007.

NATURAL GLO INVESTORS LP

By: _____

Name: _____

Title: _____

NUTRACEA

By: 

Name: Spencer Johnson

Title: Account Manager

EXHIBIT A
TRADEMARKS

Mark	Country	Registration No.
EQUINE SHINE STABILIZED RICE BRAN	USA	2,659,543
NATURAL GLO	USA	1,927,481
SATIN FINISH	USA	1,803,034