

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIDELLS SAUSAGE COMPANY LLC		04/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FLAVOR ACQUISITION CORP.		
Street Address:	1625 Alvarado Street		
City:	San Leandro		
State/Country:	CALIFORNIA		
Postal Code:	94577		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1666859	AIDELLS	
Registration Number:	1940767	AIDELLS AUTHENTIC SAN FRANCISCO FLAVOR SAUSAGE COMPANY	
Registration Number:	2244936	NOT JUST ANOTHER WEENIE	
Registration Number:	3049178	GOURMET SAUSAGE, PERFECTED.	
Registration Number:	2646332	BRUCE AIDELLS CHEF BRUCE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$140.00 1666859

ATTORNEY DOCKET NUMBER:	039594-0010
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	04/11/2007
Total Attachments: 5 source=Project Flavor Trademark Assignment#page1.tif source=Project Flavor Trademark Assignment#page2.tif source=Project Flavor Trademark Assignment#page3.tif source=Project Flavor Trademark Assignment#page4.tif source=Project Flavor Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of April 5, 2007 (the "Effective Date"), by and between AIDELLS SAUSAGE COMPANY L.L.C., a Delaware limited liability company ("Assignor"), and FLAVOR ACQUISITION CORP., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of March 8, 2007 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign the rights, title and interest in and to, and Assignee has agreed to acquire, certain intellectual property.

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

1. Capitalized Terms. Capitalized terms used but not defined herein (including in the recitals above) shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor hereby grants, assigns and conveys to Assignee, all of its right, title and interest in and to the Trademarks, including those items listed on Attachment A (the "Assigned Trademarks"), and all associated goodwill, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing ("Related Rights"). For the avoidance of doubt, the transfers to Assignee shall be exclusive and perpetual and shall include all of Assignor's rights in and to the Assigned Trademarks and Related Rights. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks or the Related Rights.
3. Purchase Agreement Controls. Each of the parties hereto hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Further Actions. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Registered Trademarks that may

have accrued in Assignor's favor from the respective date of first use of any of the Registered Trademarks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement and all claims arising out of this Agreement shall be governed by, and construed and interpreted according to, the laws of the State of California, without regard to the conflict of law principles thereof that would require the application of the laws of any other jurisdiction.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 8.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the Effective Date.

ASSIGNOR:

AIDELLS SAUSAGE COMPANY L.L.C.,
a Delaware limited liability company

By: 

Name: Ernie Gabiati

Title: Chairman and Chief Executive Officer

ASSIGNEE:

FLAVOR ACQUISITION CORP.,
a Delaware corporation

By: _____

Name: Robert Brown

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 003520 FRAME: 0054

IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the Effective Date.

ASSIGNOR:

AIDELLS SAUSAGE COMPANY L.L.C.,
a Delaware limited liability company

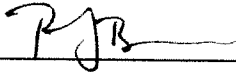
By: _____

Name: _____

Title: _____

ASSIGNEE:

FLAVOR ACQUISITION CORP.,
a Delaware corporation

By:  _____

Name: Robert Brown

Title: President and Chief Executive Officer

ATTACHMENT A

ASSIGNED TRADEMARKS

<u>Trademark</u>	<u>Trademark Registration No.</u>	<u>Date Registered</u>
"AIDELLS"	1,666,859	December 3, 1991
"AIDELLS AUTHENTIC SAN FRANCISCO FLAVOR SAUSAGE COMPANY"	1,940,767	December 12, 1995
"NOT JUST ANOTHER WEENIE"	2,244,936	May 11, 1999
"GOURMET SAUSAGE, PERFECTED"	3,049,178	January 24, 2006
"BRUCE AIDELLS CHEF BRUCE"	2,646,332	November 5, 2002