



**ASSIGNMENT, ROYALTY, AND CONFIDENTIALITY AGREEMENT**

This agreement is entered into by and between T. Marzetti Company as assignor, ("Marzetti") and Texas Best Foods LLC, as assignee, ("Texas Best") as follows:

Marzetti is the only holder of the trademark Registration No. 1427658, and the owner of original recipe for Texas Best Barbeque Sauce (the "Rights") originally assigned by Alen R. Smith to Iroquois Brands and subsequently reassigned to Marzetti;

Marzetti has not previously assigned such Rights to any third party or parties;

Texas Best desires to acquire all of such Rights described above from Marzetti and in consideration therefor agrees to pay a royalty on future sales as hereinafter described;

Marzetti desires to convey all of its right, title, and interest to such Rights to Texas Best for the specified consideration;

Now, Therefore, It is agreed by and between the parties:

Marzetti hereby assigns all of its rights, title and interest in and to the recipe for Texas Best Barbeque Sauce and Trademark Registration No. 1427658 to Texas Best.

Marzetti further agrees to execute and deliver such other documents as may be reasonable for Marzetti to execute to effectuate the intentions of the parties hereto, and to enable Texas Best to register such trademark or trademarks for similar names or other products with the United States Patent and Trademark Office and any other appropriate governmental agencies or regulator. However, Marzetti makes no representation or warranty as to the validity of the existing trademark registration.

Texas Best, in consideration of the above assignments and the additional agreements and covenants herein contained, agrees to pay Marzetti a royalty of 3% of net revenues (defined as gross invoice price less amounts actually credited for return of defective or damaged Products) it receives for a period of twenty years from the sales of any Texas Best Barbeque Sauces, Steak Sauce and Hot Sauce only ("Products"). Royalties shall not apply to any other products, services, or activities Texas Best may hereinafter develop and market using the Texas Best name or image, if any. Texas Best shall pay such royalties quarterly to Marzetti within 45 days of the close of each fiscal quarter.

Marzetti shall have the right to inspect the books and financial records of Texas Best to verify the proper amount of royalties due hereunder at the business office of Texas Best during normal business hours and upon reasonable notice.


Marzetti understands and agrees that the original recipe for Texas Best Barbeque Sauce previously owned by Alen R. Smith and delivered to Iroquois Brands and now held by Marzetti is proprietary and of significant value to the future business plan and marketing of Texas Best Barbeque Sauce by Texas Best, and that the divulgence of such recipe by Marzetti to third parties would cause significant harm and damage to Texas Best. Therefore, Marzetti covenants, agrees, and promises to keep the original recipe confidential and not to share, deliver, or divulge the recipe to third parties. Marzetti agrees to destroy all copies of the original recipe contained in its books and records.

Marzetti further agrees that should Marzetti, its officers, agents, or employees intentionally or unintentionally divulge such recipe to third parties, then in such event Texas Best shall be entitled to, as


its sole remedy, for such disclosure, be relieved of its obligation to pay royalties pursuant to this Agreement

Entered into this 23 day of July, 2007

T. MARZETTI COMPANY

By:   
Bruce Rosa, President

TEXAS BEST FOODS, LLC

By:   
Alen R. Smith, President  
CAIRMAN

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