

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tribe Mediterranean Foods Company, LLC		09/12/2008	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tivall Switzerland S.A.		
<b>Street Address:</b>	c/o Interconsulta AG		
<b>City:</b>	Postrasse 9, CH 6300 Zug		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2806008	AMERICA'S FAVORITE HUMMUS	
Registration Number:	2566275	THE HUMMUS EATER'S HUMMUS	
Registration Number:	2809475	HUMMUS SNACKERS	
Registration Number:	2157402	MAXBEAN	
Registration Number:	3042140	TRIBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617) 338-2943		
<b>Email:</b>	kherman@sandw.com		
<b>Correspondent Name:</b>	Kimberly B. Herman, Esq.		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	95940.1		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$140.00 2806008

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Deborah A. Ciuffetelli
Signature:	/D. A. Ciuffetelli/
Date:	10/14/2008

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment Agreement"), dated as of September 12, 2008 by and between Tribe Mediterranean Foods Company, LLC, a Washington limited liability company, and Hummus Plant & Facilities LLC, a Washington limited liability company (each an "Assignor"), and Tivall Switzerland S.A., a corporation organized under the laws of Switzerland (the "Assignee"), with reference to the facts set forth below,

### WITNESSETH:

WHEREAS, by the Asset Purchase Agreement, dated as of August 14, 2008 (the "Asset Purchase Agreement") by and among the Assignors, Tribe Mediterranean Foods, Inc. (f/k/a TON Acquisition, Inc.), a Delaware corporation and the other parties thereto, each Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of such Assignor's right, title and interest in and to all of Assignor's Intellectual Property (as defined below) which relates to the Business, including, without limitation, the Trademarks, Copyrights, and Domain Names described on Exhibit A hereto and all know-how, including all rights with respect thereto whether registered, unregistered or existing at common law (including all applications, renewals, extensions and registrations relating thereto) that may be secured under any applicable law now or hereafter in effect, all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world, and all goodwill relating thereto (collectively, the "Assigned Assets").

WHEREAS, Assignee wishes to acquire, and each Assignor wishes to transfer to Assignee all of such Assignor's right, title and interest in and to the Assigned Assets.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

(1) Defined Terms.

- (i) Capitalized terms used herein and not otherwise defined herein shall have the meanings given in the Asset Purchase Agreement.
- (ii) "Intellectual Property" means all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including without limitation such rights in and to: (a) trademarks, trade dress, service marks, certification marks, logos and trade names, and the goodwill associated with the foregoing (collectively, "Trademarks"); (b) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights (collectively, "Patents"); (c) inventions, invention disclosures, discoveries and improvements, whether or not patentable; (d) writings and other works of authorship ("Copyrights"); (e) trade

secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under common law), business, technical and know-how information, non-public information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, "Trade Secrets"); (f) software, including without limitation data files, source code, object code, application programming interfaces, databases and other software-related specifications and documentation (collectively, "Software"); (g) domain names and uniform resource locators ("Domain Names"); and claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing clauses (a) through (g) with or by any Governmental Authority in any jurisdiction.

- (2) Assignment. Each Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Assigned Assets. The parties agree that in accordance with Section 8.3(d) of the Asset Purchase Agreement, Fifteen Million Five Hundred Sixty-One Thousand Dollars (USD\$15,561,000.00) shall be allocated to the Assigned Assets.
- (3) Further Assurances. Each Assignor hereby agrees to provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
  - (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations relating to the Assigned Assets;
  - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Assigned Assets, including testifying as to any facts relating to the Assigned Assets or this IP Assignment Agreement; and
  - (iii) in the implementation or perfection of this IP Assignment Agreement.

Notwithstanding the foregoing, Assignee hereby agrees to reimburse any Assignor for all reasonable and substantiated out of pocket costs and expenses associated with any cooperation or assistance requested of Assignee (including attorney's fees) pursuant to the foregoing.

*[Signature page follows]*

IN WITNESS WHEREOF, each Assignor has caused this IP Assignment Agreement to be executed by an officer duly authorized, on and as of the day and year first above written.

**ASSIGNEE:**

Tivall Switzerland S.A.

By: 

Name: Hans Peter Frick

Title: Chairman


By: 

Name: W. Patrick Deane

Title: Director

**ASSIGNORS:**


Tribe Mediterranean Foods Company, LLC

By:   
Name: Howard Klein  
Title: Vice President and Assistant Secretary

On this \_\_\_\_ day of September, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as \_\_\_\_\_ for [\_\_\_\_\_].

Notary Public  
My commission expires:

Hummus Plant & Facilities LLC

By:   
Name: Howard Klein  
Title: President

On this \_\_\_\_ day of September, 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as \_\_\_\_\_ for [\_\_\_\_\_].

Notary Public  
My commission expires:

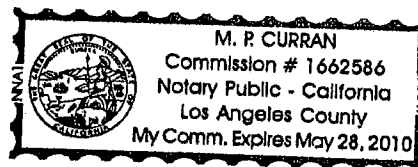
STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On September 10, 2008, before me, MP CURRAN, a Notary Public, personally appeared Howard Klein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*M. P. Curran*  
Notary Public



IDOCs:11668.1:714183.1

*Tribe*

TRADEMARK  
REEL: 003871 FRAME: 0051

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

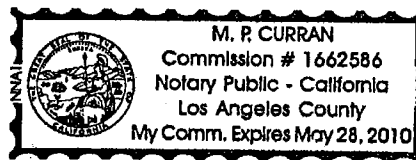
On September 10, 2008, before me, MP CURRAN, a Notary Public, personally appeared Howard Klein, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*MP Curran*

Notary Public



IDOCs:11668.1:714183.1

Hummus

TRADEMARK  
REEL: 003871 FRAME: 0052



**EXHIBIT A**  
**ASSIGNED REGISTERED TRADEMARKS**

Trademark	Country	App. No.	File Date	Reg. No.
AMERICA'S FAVORITE HUMMUS	USA	78/228428	21-Mar-2003	2806008
HUMMUS EATER'S HUMMUS, THE	USA	78/037195	30-Nov-2000	2566275
HUMMUS EATER'S HUMMUS, THE	CANADA	1085091	04-Dec-2000	594136
HUMMUS EATER'S HUMMUS, THE	MEXICO	527922	16-Jan-2002	737649
HUMMUS SNACKERS	USA	78/169156	30-Sep-2002	2809475
HUMMUS SNACKERS	CANADA	1154665	03-Oct-2002	
MAXBEAN	USA	75/099572	06-Jun-1996	2157402
TRIBE	USA	76/337339	15-Nov-2001	3042140
TRIBE	CANADA	1122199	14-Nov-2001	677573
TRIBE	MEXICO	522726	11-Dec-2001	759708

**EXHIBIT A**  
**ASSIGNED UNREGISTERED TRADEMARKS**

BUTLER VALLEY  
CAMEL DESIGN TWO SHEIKS  
CAPTAIN CHICKPEA  
CAPTAIN HUEY'S  
CHEF WILLEY'S  
CHICK & RITA'S  
CHUCKY THE CHICK PEA  
CHICKIE THE CHICK PEA  
FORTY SPICES  
GARLIC HEADS  
HUMMUS DIPPERS  
HUMMUS SWEET HUMMUS  
TRIBE MEDITERRANEAN FOODS  
TRIBE OF TWO SHEIKS

{B0801596; 6}

**TRADEMARK**  
**REEL: 003871 FRAME: 0054**

**EXHIBIT A**  
**ASSIGNED COPYRIGHT**

Copyright	Country	Reg. No.	Reg. Date
Tribe of two sheiks label	USA	VA 0001106238	April 3, 2001

{B0801596; 6}

**TRADEMARK**  
**REEL: 003871 FRAME: 0055**

**EXHIBIT A**  
**ASSIGNED DOMAIN NAMES**

Domain Names	Registrar	Expiration
americasfavoritehummus.com	Network Solutions	5/20/2015
americasfavoritehummus.net	Register.com	4/13/2015
americasfavoritehummus.us	Register.com	4/12/2015
maxbean.com	Register.com	10/4/2014
maxbean.net	Register.com	4/13/2015
ritefoods.com	Network Solutions	9/26/2010
soydip.com	Network Solutions	5/3/2015
soydip.net	Register.com	4/13/2015
soydip.us	Register.com	4/12/2015
soyhummus.com	Network Solutions	5/3/3015
soyhummus.net	Register.com	4/13/2015
soyhummus.us	Register.com	4/12/2015
thetribehummus.com	Network Solutions	11/1/2015
thetribehummus.net	Register.com	4/13/2015
thetribehummus.us	Register.com	4/13/2015
tribedip.com	Register.com	4/13/2015
tribedip.net	Register.com	4/13/3015
tribedip.us	Register.com	4/12/2015
tribefoods.com	Register.com	4/13/2015
tribefoods.net	Register.com	4/13/2015
tribefoods.us	Register.com	4/12/2015
tribehummus.com	Network Solutions	11/1/2015
tribehummus.net	Register.com	4/13/2015
tribehummus.us	Register.com	4/12/2015
tribemediterraneanfoods.com	Register.com	4/12/2015
tribemediterraneanfoods.net	Register.com	4/13/2015
tribemediterraneanfoods.us	Register.com	4/12/2015
tribeoftwosheiks.com	Network Solutions	9/26/2010
twosheiks.com	Network Solutions	9/25/2010

{B0801596; 6}