

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FoodTech International, Inc.		01/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tivall Switzerland S.A.
Street Address:	c/o Interconsulta AG
City:	Postrasse 9, CH 6300 Zug
State/Country:	SWITZERLAND
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78639184	WISE & TASTY
Registration Number:	2699834	WOW IT'S NOT BEEF!
Registration Number:	2699833	WOW IT'S NOT CHICKEN!
Registration Number:	2916349	VEGGIE PATCH
Registration Number:	2243640	VEGGITINOS
Registration Number:	2243641	BURGERIFFICS
Registration Number:	3014022	CARB SLAM!
Registration Number:	3314068	BISTRO AU NATUREL
Registration Number:	3231601	BISTRO BURGER
Registration Number:	3381165	VEGGIE PATCH

CORRESPONDENCE DATA

Fax Number: (617)338-2880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (617) 338-2943
 Email: kherman@sandw.com

CH \$265.00 78639184

Correspondent Name: Kimberly B. Herman, Esq.
Address Line 1: One Post Office Square
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 95940.4

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Kimberly B. Herman

Signature: /Kim Herman/

Date: 01/30/2009

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "IP Assignment Agreement"), dated as of January 1, 2009 by and between FoodTech International, Inc., a Delaware corporation (the "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 November 13, 2008 (the "Asset Purchase Agreement") by and among Assignor, Tribe Mediterranean Foods, Inc., a Delaware corporation and the other parties thereto, Assignor wishes to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept, all of 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 name 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 Assignor wishes to transfer to Assignee all of 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, 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 any or all of the following rights: (i) all patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, improvements thereto, and equivalent or similar rights in inventions and discoveries, including without limitation invention disclosures (collectively, "Patents"), (ii) all trade secrets and other rights in know-how and confidential or proprietary information (collectively, "Trade Secrets"), (iii) all copyrights, copyright registrations and applications therefor and any renewals, modifications and extensions thereof (collectively, "Copyrights"), (iv) all industrial designs, design rights and any registrations and applications therefor, (v) all rights in World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, brand names, trade dress, and any renewals, modifications and extensions thereof, except the trademark

“Kosher Is Better” owned by Assignor (collectively, “Trademarks”), (vii) all confidential information, software, data, recipes and formulas, and (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

- (2) Assignment. 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 1.3 of the Asset Purchase Agreement, Nine Million Three Hundred Sixty-Three Thousand Dollars (USD\$9,363,000.00) shall be allocated to the Assigned Assets.
- (3) Further Assurances. Assignor hereby agrees upon request 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 Assignor, its successors, assigns or other legal representatives, 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.

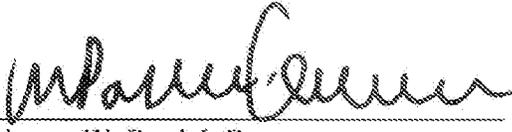
- (4) Miscellaneous.
- (i) Any term or provision of this IP Assignment Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
 - (ii) This IP Assignment Agreement shall be governed by and construed with the laws of the State of Delaware without regard to the conflicts-of-law rules thereof.
 - (iii) The section headings contained in this IP Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not affect in any way the meaning or interpretation of this IP Assignment Agreement.
 - (iv) This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one in the same.

IN WITNESS WHEREOF, 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

ASSIGNOR:

FoodTech International, Inc.

By: William W. Burt
Name: William W. Burt
Title: Secretary

On this 7th day of December, 2008, before me, the undersigned notary public, personally appeared William W. Burt III, proved to me through satisfactory evidence of identification, which were Kenneth, 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 Secretary for FoodTech International, Inc.

Donna A. Dunnsawicki
Notary Public
My commission expires:

DONNA A. DUNNSAWICKI
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2010

[Signature Page to Intellectual Property Assignment Agreement]

{B6826424; 4}

TRADEMARK
REEL: 003927 FRAME: 0197

EXHIBIT A

Registered Marks

(U.S.)

Wow It's Not Beef!	2,699,834
Wow It's Not Chicken!	2,699,833
Veggie Patch (<i>old logo</i>)	2,916,349
Veggitinos	2,243,640
Burgeriffics	2,243,641
Carb Slam!	3,014,022
Bistro Au Naturel	3,314,068
Bistro Burger	3,231,601
Veggie Patch (<i>new logo</i>)	3,381,165

Registration Number

Pending Application

(U.S.)

Wise & Tasty	78,639,184
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Applicant Number

Registered Marks

(Canada)

Bistro Bites	TMA704,412
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Registration Number

Pending Application

(Canada)

Bistro Au Naturel	1,284,312
Bistro Burger	1,284,308

Applicant Number

Domain Name

www.veggiepatch.com