


RE 4/21/09

05-07-2009

RI	 103559633	
To the Director of the U. S. Patent and		ments or the new address(es) below.

1. Name of conveying party(ies):
 CSES LIQUIDATING CORP. f/k/a SAN-RALLO PASTA COMPANY

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: NEW JERSEY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: MITSUI FOODS, INC.
 Internal Address: _____
 Street Address: 35 MAPLE STREET
 City: NORWOOD
 State: NJ
 Country: USA Zip: 07648

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship NEW JERSEY
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 03/31/2009

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

MAY - 5

B. Trademark Registration No.(s) 3368654, 3368655, 33351861, 33351862

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

2 WORD MARKS AND 2 DESIGNS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: ROGER IORIO, ESQ.
 Internal Address: COLE, SCHOTZ, MEISEL, FORMAN & LEONARD
 Street Address: 25 MAIN STREET
 City: HACKENSACK
 State: NEW JERSEY Zip: 07601
 Phone Number: (201) 525-6312
 Fax Number: (201) 678-6312
 Email Address: RIORIO@COLESCHOTZ.COM

6. Total number of applications and registrations involved: 4

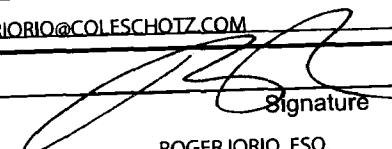
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ Date: 5/4/09


 Signature
ROGER IORIO, ESQ.
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is dated this ___ day of March, 2009 and effective as of December 20, 2007 by **CSES LIQUIDATING CORP. f/k/a SAN-RALLO PASTA COMPANY**, a New Jersey corporation ("Assignor") to **MITSUI FOODS, INC.**, a New Jersey corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, registrations, trade names and trade styles set forth on Schedule A attached hereto and the goodwill of the business symbolized by each of the trademarks, service marks, trade names and trade styles (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 24, 2007 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, assign and transfer and Assignee has agreed to purchase and accept from Assignor substantially all of the assets of Assignor, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee desire to further memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the undersigned hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, free and clear of all liens, claims and encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks in and to all causes of action (at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Assignment.

2. Governing Law. This Assignment shall be governed by the laws of the State of New Jersey (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks as of the day and year first above written.

ASSIGNOR:

CSES LIQUIDATING CORP. f/k/a SAN-
RALLO PASTA COMPANY

By: 

Name: Christopher Sanzone

Title: President

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
San Rallo – Word Mark (Class 29)	3368654	May 7, 2007	January 15, 2008
San Rallo – Word Mark (Class 30)	3368655	May 7, 2007	January 15, 2008
San Rallo – Design (Class 29)	3351861	May 7, 2007	December 11, 2007
San Rallo – Design (Class 30)	3351862	May 7, 2007	December 11, 2007

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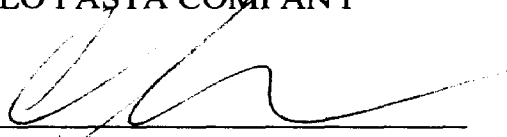
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ASSIGNOR:

CSES LIQUIDATING CORP. f/k/a SAN-
RALLO PASTA COMPANY

By: 
Name: Christopher Sanzone
Title: President

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