

**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>
NutraCea		04/15/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manna Pro Products, LLC		
<b>Street Address:</b>	707 Spirit 40 Park Drive, Suite 150		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1927481	NATURAL GLO	
<b>Registration Number:</b>	3501738	NATURAL GLO	
<b>Registration Number:</b>	1803034	SATIN FINISH	
<b>Registration Number:</b>	2785078	MAX E GLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)612-2323		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-621-5070		
<b>Email:</b>	gashbrook@armstrongteasdale.com		
<b>Correspondent Name:</b>	Andrew B. Mayfield		
<b>Address Line 1:</b>	One Metropolitan Square, Suite 2600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102-2740		
<b>ATTORNEY DOCKET NUMBER:</b>	3409-56		

**CH \$115.00 1927481**

NAME OF SUBMITTER:	Andrew B. Mayfield
Signature:	/ABM-ATLLP/
Date:	04/26/2010
Total Attachments: 2 source=TM Assignment - NutraCea to Manna Pro Products 4-15-10-8100783-1#page1.tif source=TM Assignment - NutraCea to Manna Pro Products 4-15-10-8100783-1#page2.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into by and between NutraCea, a California corporation, a debtor-in-possession operating under Chapter 11 of the United States Bankruptcy Code ("NutraCea") and Manna Pro Products, LLC, a Missouri limited liability company ("Manna Pro"), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement between NutraCea and Manna Pro, dated March 16, 2010. The parties agree as follows, effective this \_\_\_ day of April, 2010 ("Effective Date"):

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NutraCea hereby grants, transfers and assigns to Manna Pro all of NutraCea's right, title and interest in and to the "NATURAL GLO", "SATIN FINISH", and "MAX-E-GLO" marks and any associated trade names, logos, common law trademarks and service marks together with the goodwill associated therewith throughout the world, but not including any rights in, to or associated with any other NutraCea owned or controlled marks (collectively, the "Trademarks"), for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, including without limitation those registrations listed on Exhibit A attached hereto, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Manna Pro's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by NutraCea if this assignment had not been made.
- Required Documents. NutraCea agrees to cooperate, sign and complete all documents required to complete the transfer and assignment of the Trademarks to Manna Pro.
- Miscellaneous. This Agreement shall (i) be binding on the successors and assigns of NutraCea and Manna Pro, (ii) inure to the benefit of the successors and assigns of the aforementioned parties, and (iii) be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment Agreement as of the date first written above.

NutraCea, a California corporation

Manna Pro Products, LLC, a Missouri  
limited liability company

By: W. John Short  
W. John Short, Chairman and CEO

By: John Howe  
John Howe, President

EXHIBIT A TO  
TRADEMARK ASSIGNMENT AGREEMENT

Trademark	Registration Number	Date of Issuance
NATURAL GLO	1,927,481	October 17, 1995
NATURAL GLO	3,501,738	September 16, 2008
SATIN FINISH	1,803,034	November 9, 1993
MAX E GLO	2,785,078	November 18, 2003

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*ATTN* 4-15-10  
*WJS*  
4/15/10