

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raybern Foods, Inc.		06/25/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Raybern Foods, LLC		
Street Address:	311 West "A" Street		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94541		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77414743	BERNIE'S	
Serial Number:	77856355	MEAL ESSENTIALS	
Serial Number:	77856403	RAYBERN QUALITY FOODS	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2892		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 620-1780		
Email:	shwang@sheppardmullin.com		
Correspondent Name:	Susan Hwang		
Address Line 1:	333 South Hope Street, 43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	22JG-150027		
NAME OF SUBMITTER:	Susan Hwang		
Signature:	/Susan Hwang/		

CH \$90.00 77414743

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**TRADEMARK
 REEL: 004232 FRAME: 0195**

Date:

06/27/2010

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Intellectual Property Assignment") is entered into as of June 25, 2010, by and between Raybern Foods, Inc., a California corporation whose principal address is 311 West "A" Street, Hayward, California 94541 ("Assignor"), and Raybern Foods, LLC, a Delaware limited liability company whose principal address is 311 West "A" Street, Hayward, California 94541 ("Assignee"). Capitalized terms not defined herein shall have the meaning given to such terms in the Contribution Agreement (as defined hereinafter).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of even date herewith, by and among Assignor, Assignee, Bernard J. and Janice J. Viggiano, as individuals and as Trustees of the Viggiano Revocable Living Trust U/A DTD 11/10/92, and Chad Viggiano, an individual (the "Contribution Agreement"); and

WHEREAS, pursuant to, and subject to the terms of, the Contribution Agreement, Assignor has agreed to assign to, and Assignee has agreed to acquire from Assignor, the Intellectual Property of Assignor as of the Contribution Date.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of this Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all intellectual property rights of Assignor of any kind or nature throughout the world, however denominated, including, without limitation, all rights arising from or associated with the following: (a) trade names, trademarks and service marks (registered and unregistered), trade dress and similar rights and applications (including intent to use applications) to register any of the foregoing and the goodwill associated therewith and including, without limitation, the registered trademarks listed on Exhibit A; (b) domain names, other Internet addresses or identifiers, and telephone numbers; (c) patents and patent applications (including utility patents and design patents), together with the inventions described or claimed therein, including continuation, divisional, continuation-in-part, reexamination and reissue patent applications and any patents issuing therefrom, and rights in respect of utility models, industrial designs, or invention disclosures; (e) copyrights and registrations and applications therefor; (f) trade secrets, non-public know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists; and (g) rights to sue for past, present and future infringement or misappropriation of any of the foregoing.

Notwithstanding anything to the contrary herein, Assignor does not assign to Assignee any of the foregoing assets to the extent such assets constitute Excluded Assets.

2. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made.

3. Rights to Record. Assignor hereby authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents, registrations or certificates on applications as aforesaid, to record Assignee as the assignee and owner of such intellectual property and to issue all patents, registrations or certificates to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. Terms of the Contribution Agreement. All the terms of the Contribution Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

5. Further Assurances. From time to time, at the request of any party and without further consideration, Assignor and Assignee will execute and deliver to the other such documents, instruments, agreements and consents and take such other action as the requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby, to discharge the covenants of the parties set forth herein and to vest in Assignee good, valid and marketable title to the assets being transferred hereunder (subject to Permitted Encumbrances) and to perfect, defend and enforce Assignee's rights therein. To the extent further transfer or assignment of any intellectual property is required and Assignor has not executed and returned the form of assignment reasonably requested by Assignee within ten (10) business days of the delivery of such assignment to Assignor, then Assignor hereby irrevocably appoints Assignee as its limited attorney-in-fact with the right, authority and ability to execute and enter into such assignment on behalf of Assignor (and for no other purpose). Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of Assignor at any future time.

6. Governing Law. This Intellectual Property Assignment, the rights of the parties and all claims, actions, causes of action or suits (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), controversies, assessments, arbitration, investigations, hearings, charges, complaints, demands, notices or proceedings to, from, by or before any United States federal, state or local or any foreign government (or political subdivision thereof), any multinational organization or authority, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court or tribunal (or any department, bureau or division thereof) arising in whole or in part under or in connection herewith, or any transaction contemplated hereby, or the actions of such party in the negotiation, administration, performance or enforcement hereof, will be governed by and construed in accordance with the

domestic substantive laws of the State of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7. Successors and Assigns; No Third-Party Beneficiary. Subject to the immediately following sentence, this Intellectual Property Assignment will be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. No party may assign, delegate or otherwise transfer either this Intellectual Property Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Except as expressly provided herein, this Intellectual Property Assignment is for the sole benefit of the parties and their permitted successors and assignees and nothing herein expressed or implied will give or be construed to give any person, other than the parties and such successors and assignees, any legal or equitable rights hereunder.

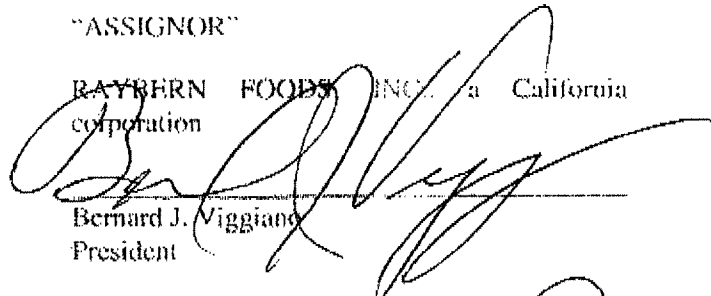
8. Counterparts. This Intellectual Property Assignment may be executed in any number of counterparts (and by facsimile or "pdf" copy), each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Intellectual Property Assignment will become effective when duly executed by each party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the date first above written.

"ASSIGNOR"

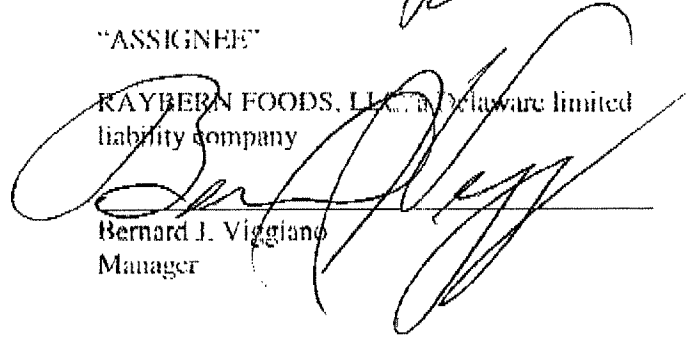
KAYBERN FOODS, INC., a California corporation



Bernard J. Viggiano
President

"ASSIGNEE"

KAYBERN FOODS, LLC, a Delaware limited liability company



Bernard J. Viggiano
Manager

Signature Page to Assignment of Intellectual Property

Exhibit A

Registered Trademarks

Mark	App. No.	Reg. No.	Classes	Status
BERNIE'S	77/414,743		30	Pending
MEAL ESSENTIALS	77/856,355		29	Pending
RAYBERN QUALITY FOODS Logo	77/856,403		29	Pending



BERNIE'S	77/414,743		30	Pending
EGGKIN'S	78/354,089		30	Abandoned
ENERGY WRAP	74/571,763	1925706	30	Abandoned
MEAL ESSENTIALS	77/856,355		29	Pending
MUFFIN POP	74/571/770	2354264	30	Not Renewed
MUFF'N HEADS	74/571,764	2070968	30	Cancelled
RAYBERN QUALITY FOODS Logo	77/856,403		29	Pending



RAYBERN QUALITY FOODS MEAL ESSENTIALS and Design	75/495,562	2510832	29	Not Renewed
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NO PROBLEM MON
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Cancelled

