

## 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
Strom Products Ltd.		12/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New World Pasta Company		
Street Address:	85 Shannon Road		
City:	Harrisburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17112		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1673567	NO YOLKS	
CORRESPONDENCE DATA			
Fax Number:	(703)273-7684		
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA9711		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		
Date:	01/25/2012		

OP \$40.00 1673567

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment") is made and entered into effective as of the 30<sup>th</sup> day of December, 2011 (the "Closing Date"), by and between Strom Products Ltd., a Delaware corporation ("Assignor"), and New World Pasta Company, a Delaware corporation ("Assignee"), pursuant to that Asset Purchase Agreement, dated as of December 20, 2011 (the "Asset Purchase Agreement"), by and among Seller, Robert B. Strom Declaration of Trust dated August 15, 1976, Robert B. Strom, Joanne S. Gitlin Trust u/a/d June 4, 2003, Robert R. Strom Trust u/a/d June 4, 2003, Robert R. Strom, Carolyn S. Schmidt Trust u/a/d June 4, 2003, and Assignee. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

Under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with international, national, federal, and state government authorities.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this IP Assignment and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "IP Assets"), together with the goodwill of the business symbolized by the IP Assets, all rights and privileges that arise from the IP Assets, and all causes of action, past and future, for infringement or other violation of the IP Assets:

- (a) the registered trademarks and trademark applications, all of which are listed on Schedule A hereto, together with associated goodwill (the "Trademarks");
- (b) the unregistered logos, all of which are listed and depicted on Schedule B hereto, and all other unregistered trademarks, service marks, trade dress and trade names related exclusively to the Business, together with associated goodwill;
- (c) all copyrights, Product formulations, specifications and processing instructions, trade secrets, know-how and inventions used in or related to the Business;
- (d) the Internet domain names used in the Business (other than www.stromproducts.com), all of which are listed on Schedule C hereto; and
- (e) all unregistered rights owned by Assignor.

2. Assignor will execute and deliver such other instruments of conveyance, and will take such other actions, as Assignee may reasonably request in order to effect and record the foregoing assignment. Assignor will pay the reasonable expenses incurred by Assignor in providing such cooperation, except as otherwise may be provided in the Purchase Agreement.

3. Recordation. Assignor authorizes the Commissioner for Trademarks and the Register of Copyrights and any other international, national, federal and state government officials to record and register this IP Assignment upon request by Assignee.

4. Terms of Asset Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Asset Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended or shall be construed to modify, expand, or limit in any way the terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, obligations, agreements, and indemnities relating to the IP Assets obligations. The parties hereto acknowledge and agree that the representations, warranties, covenants, obligations, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this IP Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. No Additional Representations and Warranties. Assignee acknowledges that Assignor makes no representation or warranty with respect to the IP Assets being conveyed hereby except as specifically set forth in the Asset Purchase Agreement.

6. General. This IP Assignment is effective as of the Closing Date, and will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed therein, regardless of Delaware's conflict of laws principles, and without reference to any rules of construction regarding the party responsible for the drafting hereof. This IP Assignment may be amended only by written instrument duly signed by all of the parties to this IP Assignment. This IP Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

*\*\*\*Signature Page Follows\*\*\**





SCHEDULE A  
TRADEMARKS

United States

- 1) NO YOLKS, Registration No. 1109793, registered December 19, 1978, valid until December 19, 2018
- 2) NO YOLKS, Registration No. 1673567, registered January 28, 1992, valid until January 28, 2012
- 3) USE YOUR NOODLE!, Registration No. 3959074, registered May 10, 2011, valid until May 10, 2021
- 4) WACKY MAC, Registration No. 2908113, registered December 7, 2004, valid until December 7, 2014
- 5) WACKY MAC Design, Registration No. 1491386, registered June 7, 1988, valid until June 7, 2018

Canada

- 6) NO YOLKS, Application No. 1475674, filed March 29, 2010
- 7) NO YOLKS Design, Registration No. TMA443922, registered June 16, 1995, valid until June 16, 2025
- 8) WACKY MAC, Registration No. TMA804118, registered August 10, 2011, valid until August 10, 2026
- 9) WACKY MAC Design, Registration No. TMA794779, registered April 6, 2011, valid until April 6, 2026

European Community

- 10) NO YOLKS, Registration No. 1321124, registered November 6, 2000, valid until September 30, 2019

SCHEDULE B

LOGOS

**NO YOLKS**

U.S. Registration No. 1673567, registered January 28, 1992, valid until January 28, 2012

Canadian Registration No. TMA443922, registered June 16, 1995, valid until June 16, 2025

**WACKY MAC**

U.S. Registration No. 1491386, registered June 7, 1988, valid until June 7, 2018

Canadian TMA794779, registered April 6, 2011, valid until April 6, 2026



SCHEDULE C

INTERNET DOMAIN NAMES

- 1) [www.noyolks.com](http://www.noyolks.com)
- 2) [www.wackymac.com](http://www.wackymac.com)