

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
Mitsui Foods, Inc.		12/16/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	F&R IP, Inc.		
Street Address:	170 French Road		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14227		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3368654	SAN RALLO	
Registration Number:	3368655	SAN RALLO	
Registration Number:	3351861	SAN RALLO PASTA PRODUCTS SMILE IT'S SAN RALLO!	
Registration Number:	3351862	SAN RALLO PASTA PRODUCTS SMILE IT'S SAN RALLO!	
CORRESPONDENCE DATA			
Fax Number:	5852958420		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	585.295.4462		
Email:	rochesterip@hblaw.com		
Correspondent Name:	Jessica R. Murray		
Address Line 1:	Hiscock & Barclay, LLP		
Address Line 2:	2000 HSBC Plaza, 100 Chestnut Street		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	3049032		

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NAME OF SUBMITTER:	Jessica R. Murray
Signature:	/Jessica R. Murray/
Date:	06/29/2012
Total Attachments: 4 source=Executed Assignment -SAN ROLLO#page1.tif source=Executed Assignment -SAN ROLLO#page2.tif source=Executed Assignment -SAN ROLLO#page3.tif source=Executed Assignment -SAN ROLLO#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of December 16, 2011, by Mitsui Foods, Inc., a corporation organized under the laws of the state of New Jersey, having a place of business at 35 Maple Street, Norwood, New Jersey 07648 ("Assignor") in favor of F&R IP, Inc., a corporation organized under the laws of the state of Delaware, having a place of business 170 French Road, Buffalo, New York 14227 ("Assignee").

WHEREAS, Assignor and Rosina Food Products, Inc., an affiliate of Assignee, are parties to that certain Asset Purchase Agreement, dated as of the date first written above (the "Purchase Agreement"), providing for the execution and delivery of this Assignment;

WHEREAS, Assignor is the record owner of the trademarks and trade dress set forth on Schedule A hereto (the "**Intellectual Property**");

WHEREAS, Assignee wishes to acquire the Intellectual Property, together with the goodwill of the business appurtenant to, and symbolized by, the Intellectual Property;

WHEREAS, Assignor wishes to assign its rights, title and interest to the Intellectual Property together with the goodwill of the business appurtenant to and symbolized by the Trademarks, and Assignee wishes to acquire all of Assignor's rights in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, transfer and assign to Assignee all of its rights, title and interest in and to the Intellectual Property, together with the goodwill of the business appurtenant to and symbolized by the Intellectual Property and including, without limitation, all common law rights in and to the Intellectual Property and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Intellectual Property, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor covenants that it has the full right and power to convey the entire interest herein assigned, and that it has not executed and shall not hereafter execute any document in conflict with this Assignment. Assignor further covenants that it will at any time and at the request of Assignee, its successors or assigns, execute such documents and take such other action that may be reasonably necessary to secure to Assignee, its successors, legal representatives and assigns, all rights conveyed and intended to be conveyed by this instrument.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[signature page follows]

Dated this 16th day of December, 2011.

Mitsui Foods, Inc.

A handwritten signature in black ink, appearing to read "M. T. Fujimura", is written over a horizontal line.

Name:

Title:

SCHEDULE A
Trademarks

Registered Trademarks and Trade Dress

Trademark	U.S. Registration No.
SAN RALLO	3,368,654
SAN RALLO	3,368,655
SAN RALLO PASTA PRODUCTS SMILE ITS SAN RALLO! and design	3,351,861
SAN RALLO PASTA PRODUCTS SMILE ITS SAN RALLO! and design	3,351,862

Common Law Trademarks and Trade Dress

Trademark	Goods
SAN RALLO	Frozen Italian foods, including, pastas, stuffed pasta, vegetable entrees
Trade dress embodied product packaging	Frozen Italian foods, including, pastas, stuffed pasta, vegetable entrees