

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
Rokeach Food Corporation		05/22/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	R.A.B. Food Group, LLC
Street Address:	444 Madison Avenue
Internal Address:	Room 601
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1755628	ACTION
Registration Number:	0662323	CARMEL KOSHER
Registration Number:	2971463	CHILLERS
Registration Number:	3074185	CHILLERS CAFE
Registration Number:	0758940	FLAVOR GEM
Registration Number:	1037589	HAV-A-CUP
Registration Number:	0998541	GRANDMA'S
Registration Number:	1488693	GRANDMA'S
Registration Number:	2832780	MISHPACHA
Registration Number:	1190141	MOTHER'S OWN
Registration Number:	0931878	MRS. ADLER'S
Registration Number:	0203870	NYAFAT
Registration Number:	2730734	PRI-HAKEREM

CH \$515.00 1755628

Registration Number:	1016234	ROKEACH
Registration Number:	0796486	SLIMIT
Registration Number:	0796485	SO COOL
Registration Number:	2521433	SOUR STRING
Registration Number:	2296168	TATOMIX
Registration Number:	3069117	THE MISHPACHA THE FAMILY VALUE BRAND!
Registration Number:	1684552	WEIGHT WISE

CORRESPONDENCE DATA

Fax Number: (212)382-0888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-382-0700
Email: email@ostrolenk.com
Correspondent Name: Martin J. Beran
Address Line 1: 1180 Avenue of the Americas
Address Line 2: 7th Floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T/3869-307
NAME OF SUBMITTER:	Martin J. Beran
Signature:	/martin j beran/
Date:	06/07/2006

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of May 22, 2006, by Rokeach Food Corporation, a New Jersey corporation (the "Assignor"), to and in favor of R.A.B. Food Group, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement, dated as of May 22, 2006 (the "Asset Purchase Agreement"), by and among the Assignee, the Assignor, Rokeach Acquisition LLC, a Delaware limited liability company, C.B. Holdings I Corp., a Delaware corporation, Joyce Food, L.L.C., a New Jersey limited liability company, Mother's Food Products, Inc., a New Jersey corporation, the Victor Ostreicher Irrevocable Trust, Howard Freundlich, a New York resident, and Victor Ostreicher, a New York resident; and

WHEREAS, the Assignor is the owner of the registrations in the U.S. Patent and Trademark Office set forth in Schedule A annexed hereto (the "Trademarks"); and

WHEREAS, as required by the Asset Purchase Agreement, the Assignor is required to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer, convey, assign and deliver to the Assignee all right, title and interest of Assignor in and to the Trademarks and the registrations and applications therefor, and all of the goodwill of the Business associated with each such Trademark, together with the right to bring suit and collect for past infringements thereof.

All capitalized terms used in this Assignment, which are not defined herein, shall have the meanings ascribed thereto in the Asset Purchase Agreement.

Nothing contained in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or incompatibility between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

This Assignment shall be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

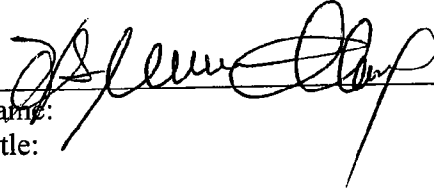
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Schedule of Marks

<u>MARK</u>	<u>REGISTRATION NO./APPLICATIO N NO.</u>	<u>DATE ISSUED</u>	<u>EXPIRATION DATE/NEXT ACTION</u>
ACTION	1,755,628	03/02/1993	03/02/2013
CARMEL KOSHER	662,323	05/27/1958	05/27/2008
CHILLERS, and design	2,971,463	07/19/2005	07/19/2011
CHILLERS CAFE	3,074,185	03/28/2006	03/28/2012
FLAVOR GEM	758,940	10/22/1963	10/22/2013
HAV-A-CUP	1,037,589	04/06/1976	04/06/2016
GRANDMA'S	998,541	11/19/1974	11/19/2014
GRANDMA'S	1,488,693	05/17/1988	05/17/2008
MISHPACHA, and design	2,832,780	04/13/2004	04/13/2013
MOTHER'S OWN	1,190,141	02/16/1982	02/16/2012
MRS. ADLER'S	931,878	04/04/1972	04/04/2012
NYAFAT	203,870	09/29/1925	09/25/2015
PRI-HAKEREM	2,730,734	06/24/2003	06/24/2009
ROKEACH	1,016,234	07/22/1975	07/22/2015
SLIMIT	796,486	09/21/1965	Will expire
SO COOL	796,485	09/21/1965	Will expire
SOUR STRING	2,521,433	12/18/2001	12/18/2007
TATOMIX	2,296,168	11/30/1999	11/30/2009
THE MISHPACHA THE FAMILY VALUE BRAND!, and design	3,069,117	03/14/2006	03/14/2012
WEIGHT WISE	1,684,552	04/28/1992	04/28/2012

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

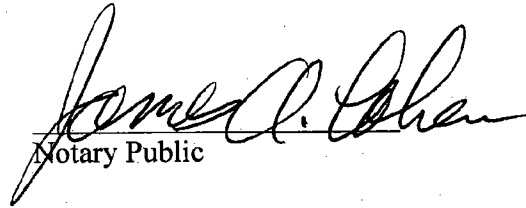
ROKEACH FOOD CORPORATION

By: 
Name:
Title:

STATE OF)
) :ss.:
COUNTY OF)

On this 22nd day of May, 2006 before me personally appeared H. Freundlich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rokeach Food Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

JAMES A. COHEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02CO4507248
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 30, 20__


Notary Public