

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
	SOCIETE DES PRODUITS NESTLE S.A.		12/31/2013	CORPORATION: SWITZERLAND
	NESTEC S.A.		12/31/2013	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA				
Name:	JPC Acquisition Co.			
Street Address:	c/o Brynwood Partners, 8 Sound Shore Drive			
Internal Address:	Suite 265			
City:	Greenwich			
State/Country:	CONNECTICUT			
Postal Code:	06830			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	85779182	IT'S WHAT'S INSIDE THAT COUNTS	
	Registration Number:	4294168	JOSEPH'S PASTA CO. GOURMET PASTA & SAUCE	
CORRESPONDENCE DATA				
Fax Number:	2024202201			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	202-420-2200			
Email:	gregoryd@dicksteinshapiro.com			
Correspondent Name:	Dickstein Shapiro LLP			
Address Line 1:	1825 Eye Street NW			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006			
ATTORNEY DOCKET NUMBER:	B7684.0001			
		TRADEMARK		

900276474

REEL: 005188 FRAME: 0198

OP \$65.00 85779182

NAME OF SUBMITTER:	Donald A. Gregory
Signature:	/DAG/
Date:	01/07/2014
Total Attachments: 3 source=Assign#page1.tif source=Assign#page2.tif source=Assign#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé Prepared Foods Company, a Pennsylvania corporation ("Nestlé"), and JPC Acquisition Co., a Delaware corporation ("Buyer"), have entered into that certain Asset Purchase Agreement, dated as of December 31, 2013 (the "Asset Purchase Agreement"), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("SPN"), NESTEC S.A., a corporation organized under the laws of Switzerland ("Nestec" and, together with SPN, "Seller"), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of the date hereof (the "Intellectual Property Purchase and License Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property upon the terms and conditions set forth therein.

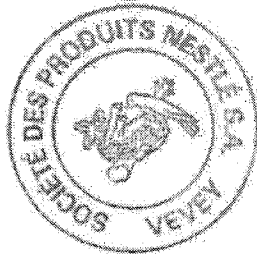
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its lawful successors and assigns, all of Seller's right, title and interest in, to and under the Transferred Intellectual Property and the Quitclaim IP (as each is defined in the Intellectual Property Purchase and License Agreement); including without limitation the marks set forth in Schedule A hereto, and all registrations and applications for registration of the marks, together with the goodwill of the business symbolized by the Marks, including all rights of priority from the applications for registration, and any and all rights of recovery based on past infringement of said the marks, the same to be held and enjoyed by the Buyer, its successors and assigns, forever and to the full end of the terms for which the aforesaid Mark are registered and any renewals of the terms thereof. Notwithstanding anything to the contrary herein, the foregoing assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in, to and under any and all Excluded Intellectual Property (as defined in, and subject to, the Intellectual Property Purchase and License Agreement).

Seller further agrees to execute, at Buyer's expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of the date set forth above;



SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: J.P. Maeder

Name:

Title:

Jean-Pierre Maeder
Group Head of Brand IP
Authorised Signatory

NESTEC S.A.

By: A. J. J. J.

Name:



Title:

Asst. Vice-President

[Signature Page – Assignment of Intellectual Property Rights]

Schedule A

TRADEMARK REGISTRATIONS

Country	Trademark	Reg. No.	Issue Date	Class and Goods	Next renewal	Owner
Canada	JOSEPH'S PASTA CO. GOURMET PASTA & SAUCES and Design 	825664	6/6/2012	30: Pasta	6/6/2027	SPN
United States	JOSEPH'S PASTA CO. GOURMET PASTA & SAUCES and Design 	4294168	2/26/2013	30: Pasta and sauces	2/26/2023 <i>8&15 due by 2/26/2019</i>	SPN

TRADEMARK APPLICATION

Trademark	Appl. No.	Date Filed	Class and Goods	STATUS	Owner
IT'S WHAT'S INSIDE THAT COUNTS	85/779182	11/14/2012	30: Pasta; frozen, prepared or packaged meals and/or entrees consisting primarily of pasta; sauces.	Published Oct 15 2013 <i>(expected to register soon)</i>	SPN