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New

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Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger

Change of Name

Other

Effective Date
Month Day Year

12 30 98

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
12 30 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Wisconsin

Receiving Party

Mark if additional names of receiving parties attached

Name Petkowski, Jean

DBA/AKA/TA

Composed of c/o Kenyon & Kenyon

Address (line 1) One Broadway

Address (line 2)

Address (line 3) New York NY 10004
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization USA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1694667"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Doreen E. Hummel

Name of Person Signing

Doreen E. Hummel

Signature

1-12-1999

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as and from December 30, 1998, from Wisconsin Naturals, Inc., a Wisconsin corporation, whose address is 13404 County Highway C, Valders, Wisconsin 54245-9795 (hereinafter the "Assignor"), to Jean Pelkowski, an individual whose address is c/o Kenyon & Kenyon, One Broadway, New York, New York, 10004 (hereinafter the "Assignee"):

WITNESSETH THAT:

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trade name SUNRISE MILLING and the trademark SUNRISE MILLING, including the United States registration for the mark SUNRISE MILLING and Design identified as Reg. No. 1,694,667, being conveyed and all rights existing therein at common law (hereinafter referred to as the "Trademark") and in and to the goodwill of the business relating to use of the Trademark; and

WHEREAS, the Assignee wishes to acquire from the Assignor all right, title and interest in and to the Trademark, together with the goodwill of the business appertaining to and symbolized by said Trademark, and the right to recover for past infringement thereof;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (US\$1.00), and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor by these presents does hereby sell, transfer, convey and assign unto the Assignee its entire right, title and interest in and to the aforesaid Trademark, together with the right to sue for and recover for the past infringements and misuses thereof, the same to be held and enjoyed by the Assignee, its successors and assigns, and the goodwill of the business appertaining thereto and which is symbolized thereby. It is expressly understood and agreed that nothing contained herein shall be construed as a transfer by Assignor of any assets other than the Trademark and the goodwill associated with use of the Trademark. Specifically excluded from the transfer are all tangible and intangible assets of Assignor including but not limited to stock, cash or cash equivalents, accounts receivable, customer lists, account information, books and records, recipes, product specifications, formulas, inventions, improvements, secret processes, equipment, inventory and supplies (finished and raw materials, and work in process), financial information, buildings, contracts, purchase orders, trade secrets, confidential information, know-how and copyrights.

Subject to the immediately preceding sentence, Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that Assignor will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself and its successors, assigns, administrators and legal representatives, as the case may be, to execute and

deliver to Assignee, her successors and assigns, at the expense of Assignee, her successors and assigns, any further documents or instruments and do any and all further acts of a reasonable nature that may be deemed necessary by Assignee, her successors and assigns, to enable Assignee, her successors and assigns, to perfect the title herein conveyed, or intended to so be, and to enable such title to be recorded in the United States Patent and Trademark Office, and to enable Assignee, her successors and assigns, to file applications for the said Trademark where they may elect to file such applications and to allow the title to such applications to be recorded.

Assignor further covenants and agrees, in consideration of the premises, that it, its successors, assigns, legal representatives and administrators, will at any reasonable time upon reasonable request communicate to Assignee, its successors and assigns, any facts relating to the Trademark and the history thereof known to Assignor or its successors, assigns, legal representatives and administrators, and that Assignor will testify as to the same in any litigation when requested to do so by Assignee, its successors and assigns; it being understood that Assignee will compensate Assignor for its expenses reasonably incurred in complying with its said requests.

In witness whereof, the Assignor has hereunto executed this instrument this 30th day of December, 1998, by an official of Assignor duly authorized to execute such assignment.

Wisconsin Naturals, Inc.

By: Margit Sandor
Name: Margit Sandor
Title: President

Notarial Acknowledgment:

On this 30th day of December, 1998, before me personally appeared Margit Sandor, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the purpose therein set forth.

Judy C. Glavin
NOTARY PUBLIC

My Commission expires: 11-14-99

[SEAL]

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