

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Good Health Natural Foods, Inc.		10/30/2003	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Francois Bogrand
<b>Street Address:</b>	81 Scudder Avenue
<b>City:</b>	Northport
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11768
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78129522	CITRONAT
Serial Number:	76334271	COMPLIMENTS OF THE CHEF

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)335-1657
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	612-335-1448
<b>Email:</b>	eric.paulsrud@leonard.com
<b>Correspondent Name:</b>	Eric D. Paulsrud
<b>Address Line 1:</b>	150 South 5th Street, Suite 2300
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	07571.00001
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<b>NAME OF SUBMITTER:</b>	Eric D. Paulsrud
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<b>Total Attachments: 1</b> source=CITRONAT and COMPLIMENTS assignment-30-OCT-2003#page1.tif
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OP \$65.00 78129522

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Good Health Natural Foods, Inc., a California corporation, 81 Scudder Avenue, Northport, New York 11768 ("Assignor"), is the applicant for the mark CITRONAT, U.S. Serial No. 78/129,522, Canadian No. 1,143,262, within the United States of America and Canada, and the mark COMPLIMENTS OF THE CHEF, Serial No. 76/334,271 within the United States of America (Trademarks");

WHEREAS, Francois Bogrand, an individual and citizen of the United States of America ("Assignee"), has been and is desirous of acquiring the trademark applications for the Trademarks;

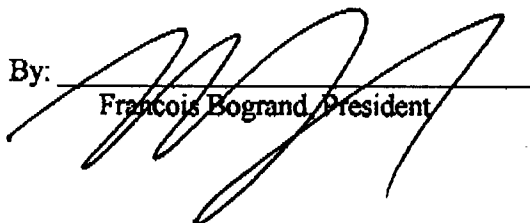
NOW, THEREFORE, for good and valuable consideration which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Trademark applications, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Pursuant to 15 U.S.C. § 1060, this assignment of the assets described above constitutes the assignment of the portion of Assignor's business to which the Trademarks pertains. This assignment does not include any other assets of Assignor, tangible or intangible, other than as expressly set forth herein. Assignor makes no representations or warranties concerning the Trademarks or the applications.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Good Health Natural Foods, Inc.,  
a California corporation

Date: 10.30.03

By:   
Francois Bogrand, President