

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rainier Natural Foods, LLC		10/31/2003	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA	
Name:	Rainier Organic Natural Foods Baking Company, Inc.
Street Address:	38629 Auburn-Enumclaw Road SE
City:	Auburn
State/Country:	WASHINGTON
Postal Code:	98092
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	78086925	OLD TESTAMENT

CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310/207-3800
Email:	dax_alvarez@bstz.com
Correspondent Name:	Dax Alvarez, Esq.
Address Line 1:	Blakely Sokoloff Taylor & Zafman LLP
Address Line 2:	12400 Wilshire Blvd., 7th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	028842.G030
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NAME OF SUBMITTER:	Dax Alvarez
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Rainier Natural Foods, LLC, a Minnesota limited liability company, having a place of business at 2610 Lyndale Avenue, Minneapolis, Minnesota 55408 ("ASSIGNOR"), is the owner of U.S. Application Serial No. 78/086,925 for the mark OLD TESTAMENT (the "Application"); and

WHEREAS, ASSIGNOR is assigning the Application for registration as part of the entire business to which the Mark pertains as required by 15 U.S.C. § 1060; and

WHEREAS, Rainier Organic Natural Foods Baking Company, Inc., a Washington corporation, having a place of business at 38629 Auburn-Enumclaw Road SE, Auburn Washington 98092 ("ASSIGNEE"), is acquiring all of the assets and business of ASSIGNOR pursuant to that certain Agreement entitled "Asset Purchase Agreement," dated October 31, 2003; and

WHEREAS, pursuant to said Asset Purchase Agreement, ASSIGNEE is acquiring the entire rights, titles, and interests in and to ASSIGNOR'S Intellectual Property and ASSIGNOR is obligated to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interest in and to the Application, the same to vest in ASSIGNEE, immediately.

ASSIGNOR hereby represents and warrants that (i) the Application was not filed or prosecuted fraudulently or contrary to any provision of the trademark laws of the

United States; (ii) it has granted no licenses to any other party to use the Mark; and (iii) it is not a party to any prior Agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark or Application that would be breached or otherwise violated by the foregoing Assignment of the Application. ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Application.


ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Application is duly made of record.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

RAINIER NATURAL FOODS, LLC

("ASSIGNOR")

Dated: 10/31, 2003

By: 

Name: Lynn Gordon

Title: Chief Member