

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: 2		
Property Type	Number	Word Mark
Serial Number:	78290159	RAINIER
Registration Number:	1815059	RAINIER

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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Total Attachments: 4
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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"), having acquired or adopted and used, and thereby own, all rights, titles and interests in and to (i) the trademarks and (ii) the United States application for registration and registration thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (the "Marks," "Application," and "Registration," respectively), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, ASSIGNOR is assigning the Marks, Application for registration, and Registration as part of the entire business to which the Marks pertain 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 the Marks, Application, and Registration identified in Exhibit A, and the goodwill symbolized by the Marks 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, titles and interests in and to the Marks, Application and Registration identified in Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, immediately.

ASSIGNOR hereby represents and warrants that (i) to the best of its knowledge, it is the sole owner of the Marks in the United States and the goodwill associated therewith, and the Application and Registration thereof; (ii) the Applications were not filed or prosecuted fraudulently or contrary to any provision of the trademark laws of the United States; (iii) it has granted no licenses to any other party to use the Marks; (iv) the Application and Registration are not the subject of any opposition or cancellation proceedings in the United States; and (v) 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 Marks, Application, or Registration that would be breached or otherwise violated by the foregoing Assignment of the Marks, Application, and Registration. ASSIGNEE acknowledges its affiliate company, Food For Life Baking Company, Inc., entered into an agreement with ASSIGNOR'S affiliate company, French Meadow Bakery regarding the use of EZEKIEL. 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 Marks, Application and Registration.

ASSIGNORS 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 Marks, Application and Registration 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

EXHIBIT A

TRADEMARK	INT. CL.	JURISDICTION	APPLICATION/ REGISTRATION NO.
RAINIER and Design	30	U.S.	1,815,059
RAINIER	30	U.S.	78/290,159

COMMON LAW TRADEMARKS

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RAINIER NATURAL FOODS
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