

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| 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, Inc. | | 10/31/2003 | CORPORATION: MINNESOTA |

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| 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 |

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| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 2495131 | SPROUTED FOR LIFE |

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| 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. |
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| Address Line 2: | 12400 Wilshire Blvd., 7th Floor |
| Address Line 4: | Los Angeles, CALIFORNIA 90025 |

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| ATTORNEY DOCKET NUMBER: | 028842.G030 |
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| NAME OF SUBMITTER: | Dax Alvarez |
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| Total Attachments: 4 source=Assignment1p1#page1.tif source=Assignment1p2#page1.tif source=Assignment1p3#page1.tif source=Assignment1p4#page1.tif |
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CH \$40.00 2495131

ASSIGNMENT OF TRADEMARKS

WHEREAS, Rainier Natural Foods, Inc., a Minnesota corporation, having a place of business at 2610 Lyndale Avenue, Minneapolis, Minnesota 55408 ("ASSIGNOR"), has acquired or adopted and used, and thereby owns, all rights, titles and interests in and to (i) the trademarks and (ii) the respective United States and Washington State registrations thereof identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (the "Marks" and "Registrations"), together with the goodwill of the business appurtenant to said Marks; and

WHEREAS, Rainier Organic Natural Foods Baking Company, Inc., a Washington corporation, having a business at 38629 Auburn-Enumclaw Road SE, Auburn, Washington 98092 ("ASSIGNEE"), is acquiring all of the assets and businesses of Rainier Natural Foods, LLC, a Minnesota limited liability company (hereinafter referred to as "LLC") 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 and Registrations identified in Exhibit A, and the goodwill symbolized by the Marks, and LLC is obligated to assign the same to ASSIGNEE;

WHEREAS, LLC and ASSIGNOR are related entities and under the same control;

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 and Registrations 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 respective corresponding Registrations relating thereto; (ii) the Applications were not filed fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the Registrations thereof are not the subject of any cancellation proceedings in the United States; (iv) it has granted no licenses to any other party to use the Marks; and (v) it is not a party to any prior Agreement nor have made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks which would be breached or otherwise violated by the foregoing Assignment of the Marks. 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, and in the respective State trademark offices, so as to establish ASSIGNEE as owner of record of the Marks.

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, and in the respective State trademark offices, so that ASSIGNEE's ownership of the Marks, and corresponding Registrations thereof, are duly made of record.

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

RAINIER NATURAL FOODS, INC.

("ASSIGNOR")

Dated: 10/31, 2003

By: 

Name: Lynn R Gordon

Title: President

EXHIBIT A

| TRADEMARK | INT. CL. | JURISDICTION | APPLICATION/ REGISTRATION NO. |
|-------------------|----------|--------------|----------------------------------|
| SPROUTED FOR LIFE | 30 | U.S. | 2,495,131 |
| EZEKIEL 4:9 | 30 | Washington | 29/189 |