

10/10/03

10-15-2003

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Organic Milling Corporation

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Organic Milling Holdings LLC

Internal

Address:

Street Address: 505 West Allen Avenue

City: San Dimas State: CA Zip: 91773

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,665,159

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher C. Larkin

Internal Address:

Street Address: SEYFARTH SHAW LLP
2029 Century Park East, Suite 3300

City: Los Angeles State: CA Zip: 90069

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

50-2291

DO NOT USE THIS SPACE

9. Signature.

Christopher C. Larkin
Name of Person Signing

[Signature]
Signature

10-3-03
Date

Total number of pages including cover sheet, attachments, and document:

4

10/14/2003 ECOOPER 00000169 1665159

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002843 FRAME: 0870

SEP-29-2003 15:38 FROM:

TO: 919095995180

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ASSIGNMENT OF TRADEMARK

WHEREAS, Organic Milling Corporation, a corporation organized and existing under the laws of the State of Delaware (ASSIGNOR), is the owner of the entire right, title and interest in the trademarks and related trademark applications set forth in Schedule A attached hereto and incorporated herein; and

WHEREAS, Organic Milling Holdings LLC, a limited liability company organized and existing under the laws of the State of Delaware (ASSIGNEE), desires to acquire all right, title and interest in the trademarks and related trademark applications set forth in Schedule A, together with that portion of the goodwill of the business associated therewith.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

In order to make and record a specific formal Assignment of the trademarks and related trademark applications set forth in Schedule A from ASSIGNOR to ASSIGNEE, made as of the 10th day of July, 2003 be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned, transferred and set over, and by this instrument does hereby sell, assign, transfer and set over to ASSIGNEE, and its successors and assigns, as of July 10, 2003, the entire right, title and interest owned by ASSIGNOR in and to the trademarks and related trademark applications set forth in Schedule A, together with that portion of the goodwill of its business associated therewith, including Related Intellectual Property, and all claims for past damages by reason of infringement of said trademarks and with the right to sue for and collect the same for ASSIGNEE's own benefit and for the benefit of its successors, assigns and other legal representatives. "Related Intellectual Property" means all trademark rights, copyrights, trade secret rights, confidential information, and other intellectual property and proprietary rights in or related to: (i) design trademarks and logos used by Sellers on or in connection with the Products or the Trademark; (ii) trade dress and package designs used by Sellers on or in connection with the Products or the Trademark; (iii) product and variety names and designations used on or in connection with the Products or the Trademark; (iv) advertising and marketing materials used or created for use on or in connection with the Products or the Trademark; (v) artwork, designs, and photography for any of the foregoing; (vi) product research and market research relating to the Products or the Trademark; and (vii) the Formulas.

And ASSIGNOR does hereby covenant and agree, for itself and its successors and assigns, that it will execute and deliver to ASSIGNEE, without expense to itself, any and all additional documents and perform any further acts necessary to vest in ASSIGNEE the rights hereby conveyed.

IN TESTIMONY WHEREFORE, ASSIGNOR has caused this instrument to be signed by its duly authorized officer as shown below dated as of July 10, 2003.

ACCEPTED AND AGREED:

ORGANIC MILLING CORPORATION

By: Harish K Chopra
Name: HARISH K CHOPRA
Title: PRESIDENT

ORGANIC MILLING HOLDINGS LLC

By: David Mullen Rex Sato
Name: David Mullen Rex Sato
Title: For and on behalf of Cayroy Limited and Troynom Limited as the Directors of R-Squared Limited as Sole Member
Dated: 3 September 2003

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TO: 919095995100

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SCHEDULE A

Trademark:

Reg. No.

Class

1. BACK TO NATURE

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IC 030
US 046