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Form PTO-1594

(Rev. 10/02)

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Tab settings

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nature's Lunchbox, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 08/15/2003

2. Name and address of receiving party(ies)

Name: PVF Acquisition, LLC

Internal Address: C/O Booth Creek Management Corp.

Street Address: 950 Red Sandstone Road #43

City: Vail State: CO Zip: 81657

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

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) 76/402391

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Elizabeth Hastings Taylor

Internal Address: Suite 2200

Street Address: Brownstein Hyatt & Farber, P.C.
410 17th Street

City: Denver State: CO Zip: 80202-4437

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Hastings Taylor
Name of Person Signing

Signature

01/07/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002894 FRAME: 0784

TRADEMARK ASSIGNMENT

WHEREAS, NATURE'S LUNCHBOX, INC., organized and existing under the laws of the State of Illinois, with its principal place of business at 6851 West Irving Park Road, Chicago, Illinois, 60634, United States of America ("Assignor"), has applied for the registration of the Trademark set forth on the attached Schedule of Trademark; and

WHEREAS, PVF ACQUISITION, LLC, organized and existing under the laws of the State of Delaware, with its principal place of business at 950 Red Sandstone Road #43, Vail, Colorado, 81657, United States of America ("Assignee"), is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademark and the applications and registrations therefore, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for any past, present, or future infringements thereof, all as more specifically provided in that certain Asset Purchase Agreement dated August 15, 2003 ("Agreement") by and between Assignor and Assignee.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's rights, title, and interest in and to the Trademark and the registrations therefore, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

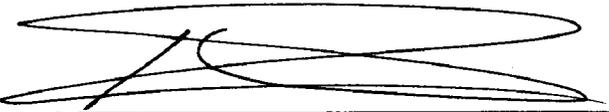
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title and interest in and to the Trademark

to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is reasonably necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

In the event of a conflict between this Trademark Assignment and the Agreement, the provisions of the Agreement shall control.

Dated this 15th day of August, 2003.

ASSIGNOR:
NATURE'S LUNCHBOX, INC.

By: 

Name: Kevin B. Paxon
Title: CEO/Pres.

ASSIGNEE
PVF ACQUISITION, LLC

By: 

Name: George N. Gillett III
Title: VP

SCHEDULE OF TRADEMARK

NATURE'S LUNCHBOX, Serial Number 76/402391