

1/9/04

01-13-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌

OFFICE OF



102643598

U.S. 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.

**FINANCE SECTION**

1. Name of conveying party(ies):  
Penn Valley Farms, Ltd.

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

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 08/15/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,314,769;  
2,312,055; 2,068,529  
 \_\_\_\_\_

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: .....

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Hastings Taylor      [Signature]      01/07/2004  
 Name of Person Signing      Signature      Date

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

01/12/2004 LINDELLER 00000122 2314769

01 FC:8521  
02 FC:8522

40.00 DP  
50.00 DP

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: 0835

## TRADEMARK ASSIGNMENT

WHEREAS, PENN VALLEY FARMS, LTD., 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 used the Trademarks set forth on the attached Schedule of Trademarks; 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 Trademarks and the applications and registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, 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 Trademarks and the registrations therefore, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, along with the right to recover for damages and profits for past, present, or future infringements thereof.

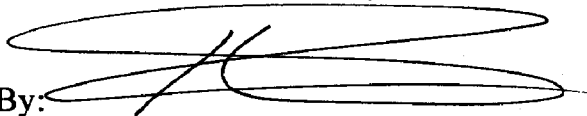
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title and interest in and to the

Trademarks 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:  
PENN VALLEY FARMS, LTD

By: 

Name: Kurt R. Penn  
Title: CEO / Pres.

ASSIGNEE  
PVF ACQUISITION, LLC

By: 

Name: George N. Gillett III  
Title: VP

## SCHEDULE OF TRADEMARKS

1. HANS' ALL NATURAL , Registration Number 2314769
2. HANS' ALL NATURAL, Registration Number 2312055
3. HANS' ALL NATURAL, Registration Number 2068529