

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
Morven Partners, L.P.		11/03/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Harvest Manor Farms, LLC
Street Address:	P.O. Box 9007
Internal Address:	8710 Earhart Lane, Suite 201
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52408-9007
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	658838	ALL AMERICAN
Registration Number:	1353099	
Registration Number:	2084375	GO BANANAS
Registration Number:	1342973	HOODY'S
Registration Number:	1469231	NUT LUNCH
Registration Number:	1936987	THE ORIGINAL NUT HOUSE
Registration Number:	2002632	ORIGINAL NUT HOUSE BRANDS
Registration Number:	804819	TREAT TIME
Registration Number:	1597650	SPORTSMIX
Registration Number:	796038	LA-NUT
Registration Number:	1562449	LOS ANGELES NUT HOUSE
Registration Number:	1486256	LOS ANGELES NUT HOUSE BRANDS

CORRESPONDENCE DATA

CH \$315.00 658838

Fax Number: (202)289-1330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-289-1313
Email: hparksuk@btlaw.com
Correspondent Name: Hae Park-Suk
Address Line 1: Barnes & Thornburg, LLP
Address Line 2: 750 17th Street, NW, Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:

38239-XXXX

NAME OF SUBMITTER:

Hae Park-Suk

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of November 1, 2004, is made by Morven Partners, L.P., a Delaware limited partnership ("Assignor") and Harvest Manor Farms, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys to Assignee, all of its right, title and interest in and to the following marks identified in Schedule "A" (collectively, the "Marks"), together with any common law rights in said trademarks and the goodwill of the business symbolized thereby.

WHEREAS, for such good and valuable consideration, Assignor hereby further sells, assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the Marks, including, without limitation, all claims for damages and profits for any past, current or future infringements, including the rights to sue for any infringements in its own name and stead and for its own benefit.

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 require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

EXECUTED on the 3rd day of November 2004.

MORVEN PARTNERS, L.P.

By: Morven Holdings, Inc.,

its General Partner

By: Stuart Subotnick

Name: Stuart Subotnick

Title: President

STATE OF New York)

) SS:

COUNTY OF New York)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stuart Subotnick as President of Morven Holdings, Inc., General Partner of Morven Partners, LP, who having been duly sworn acknowledged the execution of the foregoing Assignment for and on behalf of said partnership.

Witness my hand and Notarial Seal this 3rd day of November 2004.

Notary Public
My Commission Expires: _____

MARION BERGMEIER
Notary Public, State of New York
No. 41-4777568
Certificate Filed in Nassau County
Commission Expires July 31, 2006

HARVEST MANOR FARMS, LLC

By: _____

Name:

Title:

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____ of Harvest Manor Farms, LLC, who having been duly sworn acknowledged the execution of the foregoing Assignment for and on behalf of said company.

Witness my hand and Notarial Seal this _____ day of November 2004.

Notary Public
My Commission Expires: _____

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of November 1, 2004, is made by Morven Partners, L.P., a Delaware limited partnership ("Assignor") and Harvest Manor Farms, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys to Assignee, all of its right, title and interest in and to the following marks identified in Schedule "A" (collectively, the "Marks"), together with any common law rights in said trademarks and the goodwill of the business symbolized thereby.

WHEREAS, for such good and valuable consideration, Assignor hereby further sells, assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the Marks, including, without limitation, all claims for damages and profits for any past, current or future infringements, including the rights to sue for any infringements in its own name and stead and for its own benefit.

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 require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

EXECUTED on the 31d day of November 2004.

MORVEN PARTNERS, L.P.

By: Morven Holdings, Inc.,
its General Partner

By: _____

Name:

Title:

STATE OF _____)

) SS:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____ of Morven Holdings, Inc., General Partner of Morven Partners, LP, who having been duly sworn acknowledged the execution of the foregoing Assignment for and on behalf of said partnership.

Witness my hand and Notarial Seal this _____ day of November 2004.

Notary Public
My Commission Expires: _____

HARVEST MANOR FARMS, LLC

By: _____

Name:

Title:

Joseph P. Patten
President & CEO

STATE OF Iowa)

) SS:

COUNTY OF Linn)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Patten as President & CEO of Harvest Manor Farms, LLC, who having been duly sworn acknowledged the execution of the foregoing Assignment for and on behalf of said company.

Witness my hand and Notarial Seal this 31d day of November 2004.

Notary Public
My Commission Expires: 5/24/07



SCHEDULE "A"

COUNTRY	MARK	APPLICATION or REGISTRATION NO.
U.S.A.	ALL AMERICAN (Stylized)	Reg. No. 658,838
U.S.A.	Misc. Design	Reg. No. 1,353,099
U.S.A.	GO BANANAS	Reg. No. 2,084,375
U.S.A.	HOODY'S	Reg. No. 1,342,973
U.S.A.	NUT LUNCH	Reg. No. 1,469,231
U.S.A.	ORIGINAL NUT HOUSE and Design	Reg. No. 1,936,987
U.S.A.	ORIGINAL NUT HOUSE BRANDS and Design	Reg. No. 2,002,632
U.S.A.	TREAT TIME and Design	Reg. No. 804,819
U.S.A.	SPORTSMIX	Reg. No. 1,597,650
U.S.A.	LA-NUT	Reg. No. 796,038
U.S.A.	LOS ANGELES NUT HOUSE and Design	Reg. No. 1,562,449
U.S.A.	LOS ANGELES NUT HOUSE BRANDS and Design	Reg. No. 1,486,256
U.S.A.	HARVEST MANOR FARMS	Application to be Filed
Canada	HOODY and Design	Reg. No. 292,756
Canada	HOODY'S	Reg. No. 315,165
Honduras	ORIGINAL NUT HOUSE BRANDS and Design	Reg. No. 91,582