

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turtle Mountain, Inc.		07/13/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Turtle Mountain, LLC
Street Address:	9836 White Oak Ave.
Internal Address:	Suite 209
City:	Northridge
State/Country:	CALIFORNIA
Postal Code:	91325
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2314776	BLACK LEOPARD
Registration Number:	2091156	IT'S SOY DELICIOUS
Registration Number:	2664627	PURELY DECADENT SOY DELICIOUS
Registration Number:	2230906	SOY DELICIOUS
Registration Number:	1915259	SWEET NOTHINGS
Registration Number:	2398848	SWEET VICTORY
Registration Number:	2030437	TIGER STRIPES
Registration Number:	2679049	TURTLE MOUNTAIN
Serial Number:	78332562	CARB ESCAPES
Serial Number:	78618364	ORGANIC SOY DELICIOUS
Serial Number:	78490009	PURE DAIRY-FREE INDULGENCE
Serial Number:	78470309	PURELY DECADENT
Serial Number:	78618454	SOY DELICIOUS

OP \$415.00 2314776

Serial Number:	78621319	
Serial Number:	78659277	SO DELICIOUS
Serial Number:	78659301	SO DELICIOUS DAIRY FREE

CORRESPONDENCE DATA

Fax Number: (510)834-9185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 510-834-4400
Email: azackler@foodlaw.com
Correspondent Name: Allan I. Zackler
Address Line 1: 3824 Grand Avenue
Address Line 2: Suite 100
Address Line 4: Oakland, CALIFORNIA 94610

NAME OF SUBMITTER:	CEO and President
Signature:	/Mark Brawerman/
Date:	08/30/2005

Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 13, 2005 by and between Turtle Mountain, LLC, a Delaware limited liability company (the "Transferee") and Turtle Mountain, Inc., a California corporation (the "Transferor") provides:

1. That for and in consideration of the conveyance made herein, the consideration received therefore by the Transferor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Transferor hereby transfers, conveys, assigns and delivers to the Transferee, and the Transferee hereby acquires and assumes from the Transferor, free and clear of any Liens (other than Permitted Liens), all of the rights, title and interests of the Transferor in and to (i) all trademarks, service marks, trade names and registered user names throughout the world, including registrations and applications for registration thereof, a list of which is attached hereto as Exhibit A; (ii) all copyright registrations throughout the world and registrations therefor, and any other non-registered copyrights; and (iii) all know-how, customer lists, software, business and marketing plans and other intellectual or intangible property embodied in or pertaining to the Transferor's business, whether pending, applied for or issued, whether filed in the United States or in other countries, together with all associated goodwill (collectively, the "Intellectual Property Rights"). Without limiting the foregoing, the Transferor hereby also transfers, conveys, assigns and delivers to the Transferee, and the Transferee hereby acquires and assumes from the Transferor, all of the Transferor's right, title and interest in and to (a) all common law and statutory right, title and interest in such Intellectual Property Rights, (b) all rights of registration, maintenance, renewal and protection associated with such Intellectual Property Rights, (c) any and all divisions, reissues, continuations and extensions of any patent or patent application contained in such Intellectual Property Rights, (d) the right to create derivative works associated with the Intellectual Property Rights and (e) all rights to file actions, recover and retain damages or obtain equitable remedies for past, present and future infringements and of opposition, interference and/or cancellation proceedings for protection of such Intellectual Property Rights. Notwithstanding the foregoing, however, nothing herein shall be construed as the Transferor transferring, conveying, assigning or delivering to the Transferee, or the Transferee acquiring or assuming from the Transferor, those items of Intellectual Property which are Excluded Assets.

2. This Assignment shall automatically become effective as of the Closing Date, without any further action being taken by the Transferor or the Transferee.

3. This Assignment has been executed to implement the Contribution Agreement, dated as of July 13, 2005 (the "Contribution Agreement"), and nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Contribution Agreement. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties to this Assignment.

THIS ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE CONTRIBUTION AGREEMENT AND IS NOT INTENDED IN ANY WAY TO

MODIFY, SUPERCEDE, LIMIT OR QUALIFY ANY PROVISION OF THE CONTRIBUTION AGREEMENT.

4. Terms used but not defined herein shall have the meaning set forth in the Contribution Agreement.

5. This Assignment shall be construed and governed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. The terms of this Assignment may only be modified by a written agreement duly signed by the parties hereto.

8. The parties hereto agree to execute and deliver all such further documentation, instruments, and the like and to take such further action as is reasonably required to carry out the intentions or to facilitate the performance of the terms of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Transferee and Transferor have caused this Intellectual Property Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE TRANSFEREE:

TURTLE MOUNTAIN, LLC,
a Delaware limited liability company

By: Mark Brawerman
Name: Mark A. Brawerman
Its: President

THE TRANSFEROR:

TURTLE MOUNTAIN, INC.,
a California corporation

By: Mark Brawerman
Name: Mark A. Brawerman
Its: President

EXHIBIT A

Trademarks and Registered User Names

1. The Company owns the following U.S. trademarks*:
 - a. BLACK LEOPARD
U.S. Trademark Registration 2,314,776
 - b. IT'S SOY DELICIOUS
U.S. Trademark Registration 2,091,156
 - c. PURELY DECADENT SOY DELICIOUS
U.S. Trademark Registration 2,664,627
 - d. SOY DELICIOUS
U.S. Trademark Registration 2,230,906
(Class 29)**
 - e. SWEET NOTHINGS
U.S. Trademark Registration 1,915,259
 - f. SWEET VICTORY
U.S. Trademark Registration 2,398,848
 - g. TIGER STRIPES
U.S. Trademark Registration 2,030,437
 - h. TURTLE MOUNTAIN
U.S. Trademark Registration 2,679,049
2. The Company owns the following EU trademark:

SOY DELICIOUS
CTM Trademark Registration 002700524

* Unless otherwise noted in this Exhibit A, all trademarks registrations or applications pertain to Class 30 (Non-dairy frozen desserts).

** Class 29 pertains to soy-based beverages.

3. The Company owns the following Canadian trademark:

IT'S SOY DELICIOUS

Canadian Trademark Registration TMA613,000

4. The Company owns the following Japanese trademark:

SOY DELICIOUS

Japanese Trademark Registration 4794199

(Class 29 and Class 30)

5. The following applications by the Company for U.S. trademark registrations are pending:

- a. CARB ESCAPES
U.S. Filing Number 78/332562
- b. ORGANIC SOY DELICIOUS
U.S. Filing Number 78/618364
- c. PURE DAIRY-FREE INDULGENCE
U.S. Filing Number 78/490009
- d. PURELY DECADENT
U.S. Filing Number 78/470309
- e. SOY DELICIOUS
U.S. Filing Number 78/618454
- f. TURTLE WITH TWO MOUNTAINS (Logo)
U.S. Filing Number 78/621319
- g. SO DELICIOUS
U.S. Filing Number 78/659277
- h. SO DELICIOUS DAIRY FREE
U.S. Filing Number 78/659301

6. The following application by the Company for a Canadian trademark registration is pending:

SOY DELICIOUS

Canadian Filing Number 1,140,998
(Class 29 and 30)

7. The following application by the Company for a Korean trademark registration is pending:

PURELY DECADENT

Korean Filing Number 2004-2998
(Class 30 and Class 43)***

8. The Company owns the following domain names on the worldwide web:

- a. WWW.TURTLEMOUNTAIN.COM
- b. WWW.PURELYDECADENT.COM
- c. WWW.CARBESCAPES.COM
- d. WWW.SOYDELICIOUS.COM
- e. WWW.CARBVICTORY.COM
- f. WWW.SOYDELICIOUS.CA
- g. WWW.PURELYDECADENT.CA

*** Class 43 pertains to restaurant services.