

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
Ventura Foods, LLC		08/03/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silver Spring Gardens, Inc.		
Street Address:	PO Box 360		
City:	Eau Claire		
State/Country:	WISCONSIN		
Postal Code:	54702		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2691530	NUEVO SOL	
Registration Number:	2673145	BELLA MIGLIORE	
CORRESPONDENCE DATA			
Fax Number:	(715)835-9890		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	715-835-5232		
Email:	abourget@bourgetlaw.com		
Correspondent Name:	Anthony J. Bourget		
Address Line 1:	1119 Regis Court		
Address Line 2:	Suite 200, PO Box 81		
Address Line 4:	Eau Claire, WISCONSIN 54702		
ATTORNEY DOCKET NUMBER:	SILVER SPRING ASSIGNMENTS		
NAME OF SUBMITTER:	Anthony J. Bourget		
Signature:	/anthony j bourget/		

OP \$65.00 2691530

Date:

10/21/2005

Total Attachments: 2

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EXHIBIT D-1

FORM OF FEDERAL TRADEMARK ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT is made effective as of August 1, 2005, between Ventura Foods, LLC, a Delaware limited liability company ("Assignor"), with principle offices at 40 Pointe Drive, Brea, California 92821, and Silver Spring Gardens, Inc., a Wisconsin corporation, with a mailing address of P.O. Box 360, Eau Claire, Wisconsin 54702 ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the following United States trademark applications, registrations, and related trademarks:

MARK	U.S. Federal Registration No.
NUEVO SOL	2,691,530
BELLA MIGLIORE	2,673,145

(together with all related and common law marks and uses, including any associated logos, hereinafter "Trademarks").

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, together with consideration referenced in the ASSET PURCHASE AND SALE AGREEMENT dated August 1, 2005, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks, together with the business and goodwill of the business which is symbolized by the Trademarks and the right to sue for and recover any damages and profits and all other remedies for future infringements thereof.

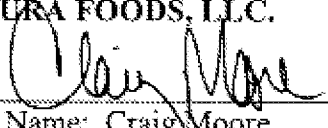
2. Representations. Assignor represents and warrants that Assignor has full right, title and interest in and to the Trademarks and that the use or continued use of said Trademarks is free from claims of all others.

3. Agreement to Perform Necessary Future Acts. 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 rights, title and interest in and to said Trademarks 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, and to take all reasonably necessary steps to obtain, on behalf of Assignee, U.S. registrations for said Trademarks.

4. Binding Nature of Agreement. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment Agreement as of the date first written above.

VENTURA FOODS, LLC.

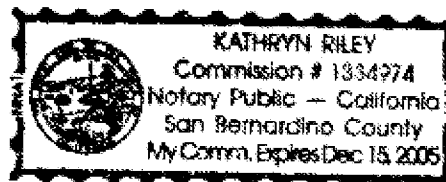
By: 
Name: Craig Moore
Title: Executive Vice President,
Chief Financial Officer

ACKNOWLEDGMENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)



On 8-3-05, before me, Kathryn Riley, Notary Public, personally appeared Craig Moore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.


Kathryn Riley, Notary Public

SILVER SPRING GARDENS, INC

By: _____
Name: Edward H. Schaefer
Title: