

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Best Brands Corp.		11/02/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMZ 2, LLC		
<b>Street Address:</b>	8448 133rd Street		
<b>City:</b>	Apple Valley		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55124		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1546753	HORIZON EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)363-4607		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(216) 363-4466		
<b>Email:</b>	trademark@bfca.com		
<b>Correspondent Name:</b>	Rita Kline		
<b>Address Line 1:</b>	200 Public Square		
<b>Address Line 2:</b>	2300 BP Tower		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	25118-116		
<b>NAME OF SUBMITTER:</b>	Rita Kline		
<b>Signature:</b>	/Rita Kline/		
<b>Date:</b>	11/04/2005		

OP \$40.00 1546753

Total Attachments: 2  
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*Execution Version*

**ASSIGNMENT OF TRADEMARK**

WHEREAS, Best Brands Corp. ("Assignor"), a Delaware corporation, with a principal place of business at 1765 Yankee Doodle Road, St. Paul, MN 55121 owns all right, title and interest in the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, TMZ 2, LLC, a Minnesota limited liability company ("Assignee"), with a place of business at 8448 133<sup>rd</sup> Street, Apple Valley, Minnesota 55124, is desirous of acquiring the Trademark, and the goodwill associated therewith;

Assignor does hereby assign and transfer unto Assignee, Assignor's entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized thereby and all applications and registrations of the Trademark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

This instrument is executed and delivered pursuant to, and for the consideration provided in, that certain Asset Purchase Agreement between Assignor and Assignee, dated as of November 2, 2005.

IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor as of November 2, 2005.

Best Brands Corp.

By: Michael Schultz  
Michael Schultz, Senior Vice President

STATE OF Minnesota )  
  ) ss:  
COUNTY OF Hennepin )

On this 2<sup>nd</sup> day of November, 2005, before me appeared Michael Schultz, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Best Brands Corp., with authority to do so.


SEAL



Thomas M. Zappia  
Notary Public  
My commission expires on January 31, 2010

SCHEDULE A

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
	73/729,273	19-May-88	1,546,753	4-Jul-89