

**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>
STRETCH ISLAND FRUIT, INC.		11/14/2005	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KELLOGG NORTH AMERICA COMPANY		
<b>Street Address:</b>	ONE KELLOGG SQUARE, PO BOX 3599		
<b>City:</b>	BATTLE CREEK		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49016-3599		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2540349	STRETCH ISLAND	
Registration Number:	2292889	STRETCH ISLAND FRUIT LEATHER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(269)961-3276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	269-961-2170		
<b>Email:</b>	trademarks@kellogg.com		
<b>Correspondent Name:</b>	DAVID A HERDMAN		
<b>Address Line 1:</b>	ONE KELLOGG SQUARE, PO BOX 3599		
<b>Address Line 4:</b>	BATTLE CREEK, MICHIGAN 49016-3599		
<b>NAME OF SUBMITTER:</b>	DAVID A HERDMAN		
<b>Signature:</b>	/DAVID A HERDMAN/		
<b>Date:</b>	11/21/2005		
<b>Total Attachments: 3</b>			

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**EXECUTION VERSION**

**TRADEMARK ASSIGNMENT**

This assignment made this 14<sup>th</sup> day of November, 2005, by and between Stretch Island Fruit, Inc., a Washington corporation, having its principal place of business at P.O. Box 570, Grapeview, Washington 98546 (hereinafter "Assignor") and KELLOGG NORTH AMERICA COMPANY, a Delaware corporation, having its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016 (hereinafter "Assignee").

WHEREAS, Assignor owns and is using, the trademarks identified in the attached schedule A (collectively, hereinafter the "Marks") in the United States.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title, and interest in and to the Marks, all common-law rights, all federal registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title, and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

This assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

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

TRADEMARK ASSIGNMENT

STRETCH ISLAND FRUIT, INC.

KELLOGG NORTH AMERICA  
COMPANY

Signature: Bob Sagerson

Signature: [Signature]

Typed: BOB SAGERSON

Typed: Gary H. Pilnick

Title: CEO

Title: Vice President 77

Date: 11/14/05

Date: 11/14/05

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>
STRETCH ISLAND	2,540,349
STRETCH ISLAND FRUIT LEATHER	2,292,889