

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
The Royal Bank of Scotland Group plc		12/16/2005	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Good Food Group A/S		
Street Address:	Store Grundet Alle		
City:	DK-7100 Vejle		
State/Country:	DENMARK		
Entity Type:	CORPORATION: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2014536	STREAMLINE	
CORRESPONDENCE DATA			
Fax Number:	(215)988-2757		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-3314		
Email:	PHTrademarks@dbr.com, harriet.perkins@dbr.com, judy.dale@dbr.com		
Correspondent Name:	Harriet E. Perkins		
Address Line 1:	18th and Cherry Streets		
Address Line 2:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
ATTORNEY DOCKET NUMBER:	208339		
DOMESTIC REPRESENTATIVE			
Name:	Drinker Biddle & Reath LLP		
Address Line 1:	18th and Cherry Streets		

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Address Line 2: One Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6996

NAME OF SUBMITTER:	Judy Dale
Signature:	/judy dale/
Date:	01/24/2006

Total Attachments: 4
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GOOD FOOD GROUP A/S

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ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

This Assignment ("Assignment") is made effective as of the 15 day of December, 2005 from:

The Royal Bank of Scotland Group plc,
a corporation organized and existing under the laws of the United Kingdom,
and having its registered address at 36 St. Andrew Square, Edinburgh, Scotland EH2 2YB
(hereinafter the "Assignor")

to:

Good Food Group A/S,
a corporation organized and existing under the laws of Denmark,
and having its principal place of business at Store Grundet Allé, DK-7100 Vejle, Denmark,
(hereinafter the "Assignee");

WHEREAS Assignor is the owner of the U.S. trademark registration listed on Exhibit A, attached to and incorporated by this reference herein, (the "Mark") together with the goodwill of the U.S. business related to the goods and/or services listed in said trademark registration (the "Goodwill"); and

WHEREAS Assignee is desirous of acquiring Assignor's Mark;

NOW, THEREFORE, in consideration of the payment of One Thousands Pounds Sterling (£1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with the Goodwill.

In making this assignment, Assignor makes no, and hereby disclaims, any and all warranties with regard to its rights in the Mark with respect to the goods and/or services listed in the registration listed in Exhibit A. In particular, ASSIGNOR MAKES NO, AND HEREBY DISCLAIMS ANY, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND TITLE OR THAT IT HAS OR HAS NOT DISCLOSED ANY OR ALL INFORMATION REGARDING THE MARK. Assignee hereby releases Assignor, its officers, directors, agents, successors and assigns, from any and all claims that may arise with respect to the Mark after the assignment date and because of use of the mark of Assignee.

Each party's own cost will be paid by themselves. Each party agrees to perform all acts, including without limitation executing documents or certificates, as may be reasonably required by the other party in order to carry out the intent and purposes of this Assignment. Assignee agrees to record promptly this Assignment (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office to change the name and address of record for each such Mark or to take promptly such other action as may be advisable

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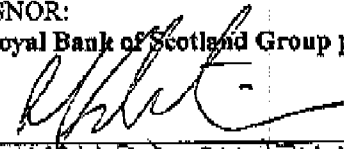
GOOD FOOD GROUP A/S

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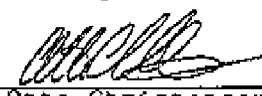
to ensure that all correspondence regarding the Mark will be sent to Assignee; and Assignee further agrees to indemnify and hold harmless Assignor from and against, and to reimburse Assignor for, all costs and expenses it may incur in handling any matter or document sent to it as owner of record of the relevant Mark more than 6 months after execution of this Assignment.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:
The Royal Bank of Scotland Group plc

By: 
Name: RICHARD CURTIN
Title: HEAD OF INTELLECTUAL
PROPERTY UNIT
16 / 12 / 05

ASSIGNEE:
Good Food Group A/S

By: 
Name: Otto Christensen
Title: Managing Director

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**EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL
REGISTRATION**

TRADEMARK	REG. NUMBER	REGISTRATION DATE
STREAMLINE	2014536	Nov. 5, 1996


ERHVERVS- OG SELSKABSTYRELSEN

Certificate

The Danish Commerce and Companies Agency certifies and attests that

"GOOD FOOD GROUP A/S"

Store Grundel Alle 71 A

DK-7100 Vejle

Denmark

*with secondary names: DANISH DEVELOPMENT GROUP HOLDING A/S,
DDG HOLDING A/S*

under CVR number 56664028 (former registration number A/S 60.864)

*in the municipality of Vejle has processed a legal registration as a public limited company
in the records of the Danish Commerce and Companies Agency in accordance with the
Danish Companies Act.*

Copenhagen, 25th November 2005


Kirstine Johannisson