

ASSIGNMENT

This Assignment is made as of the 13th day of August, 2005, by and between Rudi's Organic Bakery, LLC, a Colorado limited liability company with a place of business at 3300 Walnut Street, Boulder, CO 80301 ("Assignor"), on the one hand, and Rudi's Organic Bakery, Inc., a Delaware corporation with a place of business at 3300 Walnut Street, Boulder, CO 80301 ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademark "Rudi's Organic Bakery" and the corresponding U.S. Trademark Serial No. 76/585452 (collectively the "Rudi's Trademark");

WHEREAS, Assignor owns the trademark "Rudi's Organic Bakery Right Choice" and the corresponding U.S. Trademark Serial No. 76/585453 (collectively the "Right Choice Trademark" and, together with the Rudi's Trademark, the "Trademarks");

WHEREAS, pursuant to an Asset Purchase Agreement dated as of the date hereof, Assignee is acquiring the Trademarks from Assignor;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers, conveys, and assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may deem appropriate. If Assignor does not, within five days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

RUDI'S ORGANIC BAKERY, LLC

RUDI'S ORGANIC BAKERY, INC.

By: 
Name: David G. Sengpiel
Title: Chairman of the Board

By: _____
Name:
Title:

Dated: August 13, 2005

Dated: August __, 2005

ASSIGNMENT

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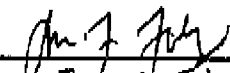
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RUDI'S ORGANIC BAKERY, LLC

RUDI'S ORGANIC BAKERY, INC.

By: _____
Name:
Title:

By: 
Name: John F. Folke
Title: CEO

Dated: August __, 2005

Dated: August 30 2005