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
LOON INTERNATIONAL, LLC		04/16/2006	LIMITED LIABILITY
LOGIV IIV LIVIATIONAL, LEG		04/10/2000	COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	FRESHVAC, LLC
Street Address:	6714 Walker Street
City:	St. Louis Park
State/Country:	MINNESOTA
Postal Code:	55426
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3024305	FRESH VAC
Registration Number:	2795904	WHISTLE VAC

CORRESPONDENCE DATA

Fax Number: (612)339-6686

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-347-0443

Email: IPMSD@Moss-Barnett.com

Correspondent Name: Marsha Stolt

Address Line 1: 90 South Seventh Street
Address Line 2: 4800 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402-4129

ATTORNEY DOCKET NUMBER:	43447.2 LOON/FRESHVAC
NAME OF SUBMITTER:	Susan J. Lilyquist
Signature:	/SJL/ TRADEMARK

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Date:	04/21/2006
Total Attachments: 3	
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ASSIGNMENT

This Assignment, having an effective date of April 16, 2006, is made by and between Loon International, LLC and Freshvac, LLC.

WHEREAS, Loon International, LLC, a Minnesota Limited Liability Company ("Assignor"), having an address of 6714 Walker Street, St. Louis Park, MN 55426 is the owner of certain intellectual property consisting of trade names, trade dress, trademarks, including the trademarks identified on the attached Schedule A that are registered in the U.S. Patent and Trademark Office (the "Marks"), and copyrights (collectively, the "Intellectual Property"):

WHEREAS, Freshvac, LLC, a Minnesota Limited Liability Company ("Assignee"), having a place of business at 6714 Walker Street, St. Louis Park, MN 55426, desires to acquire the Assignor's entire right, title and interest in the Intellectual Property, including the Marks and the registrations therefore.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, its successors and assigns all right, title and interest in and to the Intellectual Property together with the good will of the business symbolized by the Marks and all registrations that have or shall issue in connection with the Marks. Assignor further sells, assigns and transfers unto Assignee its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property.

ASSIGNOR covenants that it or its representatives will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce full benefits from the rights and interests herein assigned.

THIS assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

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IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this instrument on the dates indicated below.

LOON INTERNATIONAL, LLC

Dated: April 16, 2006

FRESHVAC, LLC

Dated: April 1/2, 2006

By: Jeff Heller
Title: Leneral Parton

SCHEDULE A

Mark	Filing Date	Serial Number	Reg. Date	Reg. Number
FRESH VAC	Nov. 15, 2002	78/185,405	Dec. 6, 2005	3,024,305
WHISTLE	August 9, 2002	76/440,046	Dec. 16, 2003	2,795,904
VAC				

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RECORDED: 04/21/2006

TRADEMARK REEL: 003294 FRAME: 0294