

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/19/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Star Foods, LLC		07/19/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Grove, Inc.
Street Address:	3 Westbrook Corporate Center
Internal Address:	Suite 500
City:	Westchester
State/Country:	ILLINOIS
Postal Code:	60154
Entity Type:	CORPORATION: LOUISIANA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2666146	THE GROVE
Registration Number:	2671158	THE GROVE NATURAL SNACKS
Registration Number:	2607010	THE GROVE NATURAL SNACKS
Registration Number:	2607013	THE GROVE NATURAL SNACKS
Serial Number:	76349265	THE GROVE
Serial Number:	76349266	THE GROVE, INC.
Serial Number:	75543549	GROVE
Registration Number:	1668638	THE GROVE

CORRESPONDENCE DATA

Fax Number: (312)207-6400

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

OP \$215.00 2666146

Phone: (312) 207-1000
Email: ipdocket@sachnoff.com
Correspondent Name: Katherine R. Mathews
Address Line 1: Sachnoff & Weaver, Ltd.
Address Line 2: 10 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606-7507

ATTORNEY DOCKET NUMBER:	203966.0009
NAME OF SUBMITTER:	Katherine R. Mathews
Signature:	/Katherine R. Mathews/
Date:	08/04/2006

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of July 19, 2006, by and between Star Foods, LLC, a Delaware limited liability company (“**Assignor**”) and The Grove, Inc., a Louisiana corporation (“**Assignee**”).

WHEREAS, Assignor is desirous of assigning to Assignee all of its right, title and interest in and to all of the trademarks listed on Exhibit A (collectively referred to as the “**Marks**”); and

WHEREAS, Assignor has obtained U. S. Trademark Registrations for the Marks listed on attached Exhibit A (the “**Registrations**”); and

WHEREAS, Assignor owns and has used or has a bona fide intent to use certain marks listed on attached Exhibit A (the “**Applications**”) and has applied to register the marks that are the subject of the Applications on the Principal Register of the United States Patent and Trademark Office based on Assignor’s use or bona fide intent to use the marks in commerce in connection with the goods and/or services described in those applications; and

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Marks, including the Registrations and the Applications as identified on Exhibit A, and desires to acquire the business of the Assignor in connection with which Assignor has used or has a bona fide intent to use the marks that are the subject of the Applications; and

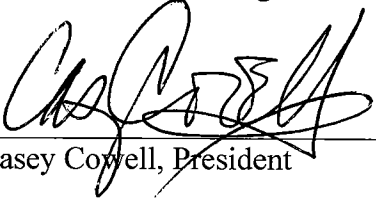
WHEREAS, this assignment is being executed in connection with that certain Asset Purchase Agreement, dated July 19, 2006, between Assignor and Assignee pursuant to which Assignee is acquiring the Marks, Registrations and Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks; any rights that arise from the Registrations and Applications; all rights to seek other registrations of the Marks in the United States Patent and Trademark Office or elsewhere; and all causes of action, past and future, for infringement of the Marks or other violations of the rights assigned hereunder. Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the Marks or any rights therein.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

STAR FOODS, LLC

By: Durandal, Inc., its Manager

By: 
Casey Cowell, President

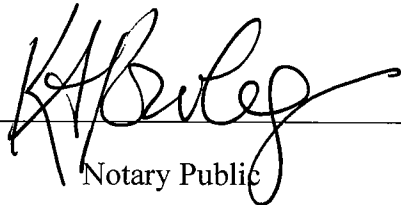
STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 19 day of July, 2006, before me personally appeared Casey Cowell, who acknowledged himself to be the President of Durandal, Inc., the Manager of Star Foods, LLC, and that he, as such officer, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 12/2/08

(Affix stamp)

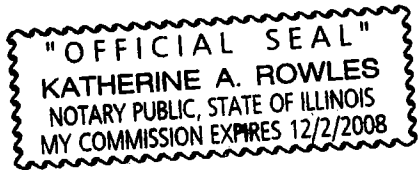



EXHIBIT A

Trademark	Status	Registration/Serial Number
The Grove & design 	Registered	2666146
The Grove Natural Snacks	Registered	2671158
The Grove Natural Snacks & design	Registered	2607010
The Grove Natural Snacks & design	Registered	2607013
The Grove & design	Pending– suspended	76/349265
The Grove & design Ser 76349266	Pending– suspended	76349266
Grove & design	Pending– suspended	75543549
The Grove & design	Cancelled	1668638