

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
Diehl, Inc.		05/12/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Diehl Food Ingredients, Inc.		
Street Address:	24 North Clinton Street		
City:	Defiance		
State/Country:	OHIO		
Postal Code:	43512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1135229	VITAMITE	
Registration Number:	1134770	CHOCOMITE	
Registration Number:	2539278	DIEHL	
Registration Number:	2551857	CHOC-O-CREME	
CORRESPONDENCE DATA			
Fax Number:	(214)659-4855		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-659-4578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	165452		
NAME OF SUBMITTER:	Michele P. Schwartz		

CH \$115.00 1135229

Signature:	/Michele P. Schwartz/
Date:	08/30/2006
Total Attachments: 1 source=diehlassign2#page1.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made as of this 12th day of May, 2006, by and between DIEHL, INC., an Ohio corporation having offices at 24 North Clinton Street, Defiance, Ohio 43512 (hereinafter "DIEHL") and DIEHL FOOD INGREDIENTS, INC., a Delaware corporation having offices at 24 North Clinton Street, Defiance, Ohio 43512 (hereinafter "PURCHASER").

WITNESSETH:

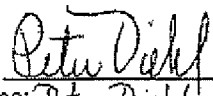
WHEREAS, DIEHL is the owner of all right, title and interest in and to the marks DIEHL, VITAMITE, CHOC-O-CRÈME and CHOCOMITE for use with food products (hereinafter the "Marks"); and

WHEREAS, DIEHL has agreed to transfer the Marks and all goodwill associated with the Marks to PURCHASER pursuant to the Asset Purchase Agreement between PURCHASER and DIEHL; and

WHEREAS, the parties desire that the assignment of the Marks be made of record in the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, DIEHL does hereby assign and transfer to PURCHASER and PURCHASER's successors and assigns, all its right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including, but not limited to U.S. Trademark registrations 2,539,278; 2,551,857; 1,135,229; and 1,134,770, as well as the right to recover for any past infringement including any available damages and remedies, and for the consideration, DIEHL hereby covenants, agrees and undertakes to execute, whenever requested by PURCHASER, all applications, assignments, lawful oaths and any other papers that PURCHASER may reasonably deem necessary or desirable for securing to PURCHASER or for maintaining for PURCHASER, the Marks and registration hereby assigned or agreed to be assigned, all without further compensation to DIEHL.

DIEHL, INC.

By: 
Name: Peter Diehl
Title: President