

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 10/31/2006 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|---------------------------|
| Barbara C. Stachowski | | 10/31/2006 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------|
| Name: | Fresh, Inc. |
| Street Address: | 25 Drydock Avenue |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3117503 | SAKE |

CORRESPONDENCE DATA

Fax Number: (312)984-3150
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3129843100
 Email: trademarks@bfkpn.com
 Correspondent Name: Wendi E. Sloane; Malcolm McCaleb, Jr.
 Address Line 1: 333 West Wacker Drive, Suite 2700
 Address Line 4: Chicago, ILLINOIS 60606

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | FRSH0023A |
| NAME OF SUBMITTER: | Wendie E. Sloane |
| Signature: | /Wendi E. Sloane/ |

CH \$40.00 3117503

Date:

11/09/2006

Total Attachments: 2

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United States

ASSIGNMENT OF TRADEMARK

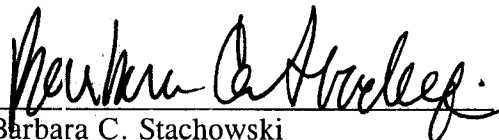
WHEREAS, Barbara C. Stachowski, a citizen of the United States, residing at 19 Orinda Way, Suite L, Orinda, California 94563 ("Assignor"), is the sole and exclusive owner of the trademark described in Schedule A attached hereto and made a part hereof.

WHEREAS, Fresh, Inc., a Delaware corporation, with a principal place of business at 25 Drydock Avenue, Boston, Massachusetts 02110 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said trademark and any registrations and applications for registration thereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title and interest in, to and under said trademark and any registrations and applications for registration thereof (the "Trademark"), together with the entire business and goodwill of the business associated with and symbolized by the Trademark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

AND, said Assignor hereby covenants that she has full right to convey the entire interest herein assigned, along with that portion of her business which has developed the goods to which the Trademark pertains.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment, this 31st day of October, 2006.


Barbara C. Stachowski

SCHEDULE A

Trademark

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|---------------------------------|
| SAKE | 3,117,503 | July 18, 2006 |