

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kettle Foods, Inc.		11/07/2006	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Timothy Meyer		
<b>Street Address:</b>	4540 Pringle Road S.E.		
<b>City:</b>	Salem		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97302		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3006500		
<b>Registration Number:</b>	3006499	FLOWER POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)371-1447		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5033640399		
<b>Email:</b>	dtrant@kettlefoods.com		
<b>Correspondent Name:</b>	Deborah Trant		
<b>Address Line 1:</b>	3125 SE Kettle Ct.		
<b>Address Line 2:</b>	P.O. Box 664		
<b>Address Line 4:</b>	Salem, OREGON 97301		
<b>NAME OF SUBMITTER:</b>	Deborah Trant		
<b>Signature:</b>	/Deborah Trant/		
<b>Date:</b>	11/13/2006		

OP \$65.00 3006500

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

**Assignor:** Kettle Foods, Inc, of 3125 Kettle Court SE, Salem OR 97301

**Assignee:** Timothy Meyer, of 4540 Pringle Road S.E., Salem OR 97302

### Trademark

1. The Assignor is the owner of the following word trademark (the "Mark"):

### **FLOWER POWER**

2. The Mark is registered at the United States Patent and Trademark Office, Registration No. 3,006,499, as set forth on attached Schedule A.

### Assignment

3. The Assignor, in consideration the Price, the receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer to the Assignee the Mark, together with that portion of the good will of the business with which the Mark is associated, and all right, title and interest in the Mark, including, but not limited to, the right to register the Mark, to renew registration of the Mark and to license the use of the Mark.
4. The Assignee, in consideration of the Assignor assigning the Mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: **\$2,500.00** (the "Price").
5. The Price is payable in U.S. dollars and is payable as follows: on the signing of this Agreement.

### License

6. Assignee hereby grants Assignor a perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable license to use the Mark.

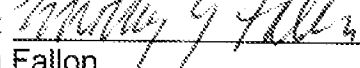
## Representations and Warranties

7. The Assignor represents and warrants to the Assignee:
- The Assignor is the exclusive and lawful owner of the Mark, and the Mark does not infringe on the rights of any other person or organization.
  - The Mark is free of all security interests.
  - The Assignor has not granted any license to use the Mark in any manner whatsoever to any individual, person, organization, association, group or entity.
  - The Assignor is not aware of any competing claims to the Mark, and, as far as is known to the Assignor, there is no litigation pending with respect to any claim to the Mark, whether the claim is based on prior use of the Mark, a license to use the Mark or an ownership interest in the Mark.
  - The Assignor has the authority to enter into this Agreement.
8. The Assignee represents and warrants to the Assignor that the Assignee has the authority to enter into this Agreement.

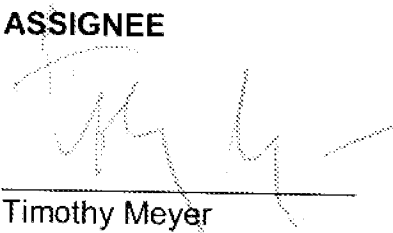
In Witness whereof the parties have affixed their signatures in the State of Oregon this 7<sup>th</sup> day of NOVEMBER, 2006.

### ASSIGNOR

Kettle Foods, Inc

By:   
Tim Fallon

### ASSIGNEE

  
Timothy Meyer

## ASSIGNMENT OF TRADEMARK

**Assignor:** Kettle Foods, Inc, of 3125 Kettle Court SE, Salem OR 97301

**Assignee:** Timothy Meyer, of 4540 Pringle Road S.E., Salem OR 97302

### Trademark

1. The Assignor is the owner of the following design trademark (the "Mark"):



2. The Mark is registered at the United States Patent and Trademark Office, Registration No. 3,006,500, as set forth on attached Schedule A.

### Assignment

3. The Assignor, in consideration the Price, the receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer to the Assignee the Mark, together with that portion of the good will of the business with which the Mark is associated, and all right, title and interest in the Mark, including, but not limited to, the right to register the Mark, to renew registration of the Mark and to license the use of the Mark.
4. The Assignee, in consideration of the Assignor assigning the Mark to the Assignee on the terms in this Agreement, will pay to the Assignor the following amount: **\$2,500.00** (the "Price").
5. The Price is payable in U.S. dollars and is payable as follows: on the signing of this Agreement.

### License

6. Assignee hereby grants Assignor a perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable license to use the Mark.

## Representations and Warranties

7. The Assignor represents and warrants to the Assignee:
  - a. The Assignor is the exclusive and lawful owner of the Mark, and the Mark does not infringe on the rights of any other person or organization.
  - b. The Mark is free of all security interests.
  - c. The Assignor has not granted any license to use the Mark in any manner whatsoever to any individual, person, organization, association, group or entity.
  - d. The Assignor is not aware of any competing claims to the Mark, and, as far as is known to the Assignor, there is no litigation pending with respect to any claim to the Mark, whether the claim is based on prior use of the Mark, a license to use the Mark or an ownership interest in the Mark.
  - e. The Assignor has the authority to enter into this Agreement.
  
8. The Assignee represents and warrants to the Assignor that the Assignee has the authority to enter into this Agreement.

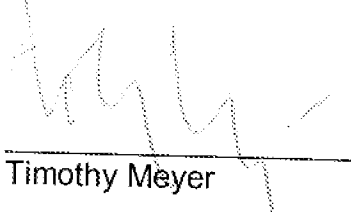
In Witness whereof the parties have affixed their signatures in the State of Oregon this 17th day of NOVEMBER, 2006.

### ASSIGNOR

Kettle Foods, Inc

By:   
Tim Fallon

### ASSIGNEE

  
Timothy Meyer