

**TRADEMARK ASSIGNMENT**

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<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>
National Harvest, LLC		09/29/2006	LIMITED LIABILITY COMPANY: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Harvest Food Group LLC		
<b>Street Address:</b>	1783 Sunset Boulevard		
<b>Internal Address:</b>	Suite A210		
<b>City:</b>	Pacific Palisades		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2580266	NATIONAL HARVEST	
Registration Number:	2696532	LOAD-IT	
Registration Number:	2696557	FULLY LOADED	
Registration Number:	2804928	BAKERS EXPRESS	
Registration Number:	3121697	POTATO QUICK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-345-1341		
<b>Email:</b>	matm@nixonpeabody.com		
<b>Correspondent Name:</b>	Mcihell A. Massicotte, Esq.		
<b>Address Line 1:</b>	100 Sumer Street		
<b>Address Line 2:</b>	Nixon Pebody LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

**CH \$140.00 2580266**

ATTORNEY DOCKET NUMBER:	038726/14
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	11/20/2006
Total Attachments: 3 source=National Harvest Trademark Assignment#page1.tif source=National Harvest Trademark Assignment#page2.tif source=National Harvest Trademark Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of September 21<sup>st</sup>, 2006 ("Effective Date") by and between National Harvest, LLC, a Kansas limited liability company, with an address at 4049 Pennsylvania Avenue, Suite 100, Kansas City, Missouri 64111 ("Assignor"), and National Harvest Food Group LLC, a Delaware limited liability company, with an address at 1783 Sunset Boulevard, Suite A210, Pacific Palisades, CA 90272 ("Assignee").

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto together with the goodwill of the business associated therewith (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR**

**National Harvest, LLC**

By: \_\_\_\_\_

Name: John D. Mueller

Title: President

**ASSIGNEE**

**National Harvest Food Group LLC**

By: \_\_\_\_\_

Name: GREGORY BOLTZ

Title: MANAGER

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2580266	June 11, 2002	NATIONAL HARVEST
2696532	March 11, 2003	LOAD-IT
2696557	March 11, 2003	FULLY LOADED
2804928	January 13, 2004	BAKERS EXPRESS (Words and Design)
3121697	July 25, 2006	POTATO QUICK

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