

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
Associated Grocers Incorporated		03/28/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Western Family Foods, Inc.		
Street Address:	6700 S.W.Sandburg Street		
City:	Tigard		
State/Country:	OREGON		
Postal Code:	97223		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2688110	NATURAL DIRECTIONS	
CORRESPONDENCE DATA			
Fax Number:	(503)295-6679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-224-6655		
Email:	mandi@khpatent.com		
Correspondent Name:	David P. Cooper		
Address Line 1:	520 S.W. Yamhill Street, Suite 200		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	WFF 4L2		
NAME OF SUBMITTER:	David P. Cooper		
Signature:	/david p. cooper/		
Date:	04/04/2007		

CH \$40.00 2688110

Total Attachments: 4

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ASSIGNMENT/LICENSE AGREEMENT

This Agreement is made effective the 28th day of February, 2007, between ASSOCIATED GROCERS, INCORPORATED ("AG") a Washington corporation, having a principal place of business at 3301 S. Norfolk Street, Seattle, Washington 98124 and WESTERN FAMILY FOODS, INC. ("WESTERN FAMILY") an Oregon corporation, having a principal place of business at 6700 S.W. Sandburg Street, Tigard, Oregon 97223.

Whereas AG may own certain rights in the trademark/service mark NATURAL DIRECTIONS for certain retail-food-store food products and for retail-grocery-store services;

Whereas AG is the registrant for U.S. Reg. No. 2,688,110 for the mark NATURAL DIRECTIONS for the following goods/services: pasta and breakfast cereals, apple juice, and retail and grocery-store services featuring natural and organic food (referred to below as the "NATURAL DIRECTIONS Registration");

Whereas AG also may own certain common law rights in the mark NATURAL DIRECTIONS for retail-food-store food products and retail-grocery-store services (all of the rights described in this and the immediately preceding two paragraphs are referred to below as "AG's Trademark Rights in the mark NATURAL DIRECTIONS");

Whereas AG and WESTERN FAMILY entered into a License Agreement on June 30, 1999 (copy attached as Exhibit A), and wish to terminate that agreement and specifically waive the notice requirements of paragraph 12;

Whereas WESTERN FAMILY desires to acquire AG's Trademark Rights in the mark NATURAL DIRECTIONS, and desires to continue marketing and selling retail-food-store products under the mark NATURAL DIRECTIONS to its customers as it has for approximately the last eight (8) years, and

Whereas AG desires to transfer all of its rights in the mark NATURAL DIRECTIONS, and desires to continue distributing retail-food-store products under the mark NATURAL DIRECTIONS to its member stores, the parties agree as follows:

1. AG transfers to WESTERN FAMILY any and all of AG Trademark Rights in the mark NATURAL DIRECTIONS, including all rights attendant to U.S. Reg. No. 2,688,110, and including any and all goodwill AG has developed under the mark NATURAL DIRECTIONS.

2. WESTERN FAMILY will use commercially reasonable efforts to maintain and protect the NATURAL DIRECTIONS Registration.

3. WESTERN FAMILY grants to AG a perpetual, royalty-free, worldwide, non-exclusive license to use the trademark/service mark NATURAL DIRECTIONS for retail-grocery-store services featuring natural and organic food. AG may use the trademark/service mark NATURAL DIRECTIONS in connection with the distribution, marketing, advertising and sale services of retail-grocery-store products, and AG may license its member stores to use the service mark NATURAL DIRECTIONS for retail-food-store services.

4. WESTERN FAMILY will bear all costs of maintaining the NATURAL DIRECTIONS Registration and will file all documentation required to maintain the NATURAL DIRECTIONS registration.

5. As long as AG continues to use the NATURAL DIRECTIONS trademark/service mark, AG will maintain a quality control program acceptable to WESTERN FAMILY, in its good faith discretion, to assure the standard of quality and excellence of all retail-grocery-store services AG provides under the NATURAL DIRECTIONS mark.

6. AG shall have the right to assign and/or sublicense its rights to the license granted by WESTERN FAMILY under this Agreement. WESTERN FAMILY shall have the right to assign or license its rights under this Agreement without AG's prior written consent unless

such assignment or license is to a competitor of AG in which case AG's written consent (which may be withheld in its sole discretion) shall be required.

7. If at any time WESTERN FAMILY determines that it will stop using the NATURAL DIRECTIONS mark, then, prior to abandoning any of its rights in the NATURAL DIRECTIONS mark, WESTERN FAMILY agrees to transfer to AG all rights WESTERN FAMILY owns in the NATURAL DIRECTIONS mark without cost to AG.

8. All notices and the like to be given hereunder shall be given in writing and sent via first class mail to the following address, unless changed by written notice:

John S. Runyan
President and CEO
Associated Grocers, Incorporated
3301 S. Norfolk Street
Seattle, Washington 98124

Ronald S. King
President and CEO
Western Family Foods, Inc.
P.O. Box 4057
Portland, Oregon 97208

9. In connection with this Agreement, AG makes no representations or warranties of any kind, expressed or implied.

10. In connection with the license agreement between AG and WESTERN FAMILY dated June 30, 1999 and attached as Exhibit A, AG and WESTERN FAMILY hereby terminate that agreement, including waiving the notice requirements identified in paragraph 12 of that agreement.

11. This Agreement constitutes the entire agreement concerning the subject matter contained herein between the parties and no other agreement, understandings, representations or discussions are included. Any amendments to this Agreement must be in writing. If any part of this Agreement is determined to be wholly or partially unenforceable, the balance of the Agreement will not be affected and shall remain enforceable. This Agreement may be executed in counterparts, each of which shall be considered an original document and which together shall constitute a single Agreement. Faxed signatures on this Agreement shall be binding.

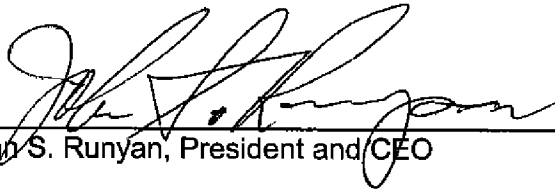
12. This Agreement shall be governed by and construed in the accordance with the laws of the State of Oregon.

13. In the event that a lawsuit or other proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be awarded its, costs, fees and expenses, including its reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed the Agreement on the dates indicated below:

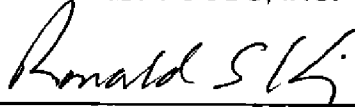
ASSOCIATED GROCERS, INCORPORATED

Date: 3.28.07

By: 
John S. Runyan, President and CEO

WESTERN FAMILY FOODS, INC.

Date: 2-28-07

By: 
Ronald S. King, President and CEO