

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
Colorado Gold Chips, Inc.		04/12/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Barrel O'Fun Snack Foods Co.		
Street Address:	800 Fourth Street NW, P.O. Box 230		
City:	Perham		
State/Country:	MINNESOTA		
Postal Code:	56573		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74167702	CHIPS O'GOLD	
Registration Number:	1710221	CHIPS O'GOLD	
CORRESPONDENCE DATA			
Fax Number:	(218)736-3950		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	218-736-5493		
Email:	t.chaput@pemlaw.com		
Correspondent Name:	Kent D. Mattson		
Address Line 1:	110 North Mill Street		
Address Line 4:	Fergus Falls, MINNESOTA 56537		
ATTORNEY DOCKET NUMBER:	2005-1939		
NAME OF SUBMITTER:	Kent D. Mattson		
Signature:	/Kent D. Mattson/		
Date:	05/03/2007		

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Total Attachments: 3

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TRADEMARK TRANSFER AGREEMENT AND ASSIGNMENT

WHEREAS, Colorado Gold Chips, Inc., a Colorado corporation, whose address is 4450 Foreign Trade Zone Blvd., Colorado Springs, CO 80925 (hereinafter "Assignor") is the sole and exclusive owner of all right, title, and interest in and to certain trademarks and/or service marks used in its snack food business, including the federal trademark protected name "Chips O' Gold," Serial No. 74167702, application filed on May 20, 1991, Registration No. 1710221, registered August 25, 1992 (hereinafter, the "Mark"), which trademark and/or service mark has been adopted and/or is being used by Assignor in its snack food business; and

WHEREAS, Barrel O'Fun Snack Foods Co., a Minnesota corporation (hereinafter "Assignee"), is desirous of acquiring the Mark through an assignment of the Mark and all associated rights by Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee all rights, title, and interest in and to the Mark, the applications of the Mark, the registration and renewals of the Mark, and all common law rights in and to the Mark, together with the goodwill symbolized by and associated with the Mark, all translations, adaptations, derivations and combinations of the Mark, and all causes of action and rights to sue and collect damages for past actions or infringements of the Mark.

2. From and after the Effective Date, Assignor will not, directly or indirectly, adopt, use or register any name, trade name, trademark, service mark or other designation which is confusingly similar to the Mark, in whole or in part, anywhere in the world. Assignor will not at any time dispute or contest, directly or indirectly, any of Assignor's rights, title or interest in and to the Mark, or the validity thereof.

3. Assignor represents and warrants to Assignee that:

- a. Assignor is the sole and exclusive owner of the Mark, and the Mark is subject to no security interest, lien, restriction, or other claim by any third party.
 - b. Neither Assignor nor the Mark has infringed and is not now infringing on any trade name, service mark, or other proprietary right belonging to any person, firm or corporation.
 - c. The Mark is not subject to any outstanding injunction, judgment, order, decree, ruling or charge; no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or, is threatened that challenges the legality, validity, enforceability, use or ownership of the Mark; and Assignor has never agreed to indemnify any person or entity for or against any interference, infringement, misappropriation or other conflict with respect to the Mark.
 - d. Assignor has not granted any license, agreement, or permission to use the Mark, nor has it made any other assignment, in whole or in part, of the Mark.
 - e. Assignor will defend, indemnify and hold Assignee harmless from and against any and all claims, losses, damages or other matters, direct or indirect, known and unknown, relating to or arising from the Mark or its use prior to the Effective Date.
4. The "Effective Date" of this Assignment shall be April 12, 2007.

