

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 | | |
| 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: | 74113392 | CHIPS O' GOLD | |
| Registration Number: | 1699905 | 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 | | |

OP \$65.00 74113392

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. 74113392, application filed on November 8, 1990, Registration No. 1699905, registered July 7, 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.

IN WITNESS WHEREOF, Assignor has herein caused the foregoing to be executed.

COLORADO GOLD CHIPS, INC.

Steve Eller
By: Steve Eller
Its President

STATE OF Colorado)
)ss.
COUNTY OF El Paso)

The foregoing instrument was subscribed to before me this 12th day of April, 2007, by Steve Eller, President of Colorado Gold Chips, Inc., a corporation under the laws of the state of Colorado.

Pamela A. Lee
Notary Public

Pamela G. Lee
NOTARY PUBLIC
STATE OF COLORADO

My Commission expires Oct 24, 2010