

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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>
Tony T. Azevedo		07/13/2007	INDIVIDUAL: UNITED STATES
Carol Azevedo		07/13/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Holdings, LLC		
<b>Street Address:</b>	1555 Shoreline Drive		
<b>Internal Address:</b>	3d Floor		
<b>City:</b>	Boise		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83702		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: IDAHO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2532838	BAR AB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)602-5050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mapaskar@bryancave.com		
<b>Correspondent Name:</b>	Mark A. Paskar		
<b>Address Line 1:</b>	211 N. Boradway		
<b>Address Line 2:</b>	Suite 3600		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	C066005/0210993		
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar		
<b>Signature:</b>	/Mark A. Paskar/		

CH \$40.00 2532838

Date:

07/26/2007

Total Attachments: 2  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into by and between Carol Azevedo and Tony T. Azevedo, both individuals having an address of 22368 West 2<sup>nd</sup> Avenue, Stevinson, California 95374 (hereinafter collectively "Assignors"), and AB Holdings LLC, an Idaho limited liability company, a wholly owned subsidiary of Agri Beef Co. ("Assignee"), and shall be effective as of **July 24, 2007**.

**WHEREAS**, Assignors represent that they own, have adopted and currently use the mark BAR AB, and own other transferable rights associated with their ongoing and existing business including, but not limited to, the goodwill of the business associated with the mark BAR AB, and are the owners of all worldwide right, title and interest in, to, and under U.S. Registration No. 2,532,838 (application Serial No. 75/893,689) for the mark BAR AB for "certified organic meat" (collectively the "Mark"); and

**WHEREAS**, Assignee desires to acquire all right, title, and interest in, to and under the Mark, and all applications, registrations, and common law rights therein, and all goodwill associated therewith;

**WHEREAS**, Assignors have agreed to assign the Mark to Assignee, subject to the terms, conditions, and provisions of this Agreement;

**NOW THEREFORE**, in consideration of Nine Thousand One Hundred Eighty Dollars (\$9,180.00), the foregoing recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignors, individually, collectively, and jointly, do hereby sell, assign, and transfer to Assignee, its successors and assigns, all of their right, title, and interest, in the United States of America and all foreign countries, in, to and under said Mark, all applications and registrations therefore (including U.S. Registration No. 2,532,838), together with any and all of the goodwill of the business symbolized by and associated with said Mark and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Mark. Whenever reasonably requested to do so by the Assignee, Assignors shall execute any and all applications, assignments or other instruments which the Assignee reasonably deems desirable or necessary in order to protect and/or confirm its rights in and to the Mark and all goodwill associated therewith.

2. Assignors agree to execute or procure any further necessary assurance of title to the Mark; and at any time, upon the reasonable request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Mark in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in, to, and under the Mark, and any and all goodwill associated therewith, and that Assignors no longer have any right, title or interest, of any kind or nature, in or to the Mark.

3. Assignors agree that they will execute, cause to be filed, and/or cooperate fully in the filing of a Section 8 Declaration of Continued Use and Section 15 Declaration of Incontestability for U.S. Registration No. 2,532,838, and will provide to Assignee a specimen suitable to demonstrate the current use in commerce of the Mark in connection with "certified organic meats" (as of the date of the Declarations).

4. The payment required under this Assignment is contingent upon Assignors' execution of this Assignment including, but not limited to, the assignment set forth in Section 1 and the other terms set forth herein. The payment shall be made payable and sent to Assignors at 22368 West 2<sup>nd</sup> Avenue, Stevenson, California 95374, via overnight parcel service, within two (2) business days after Assignee is in receipt of all original, fully executed copies of: (1) this Assignment; (2) the Combined Sections 8 & 15 Declaration for U.S. Registration No. 2,532,838; and (3) at least one specimen suitable to demonstrate Assignors' current use in commerce of the Mark in connection with "certified organic meat."

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as indicated below.

**TONY T. AZEVEDO**

Tony T. Azevedo

Dated: 7-13-07

**AB HOLDINGS, LLC**

By: [Signature]

Title: CEO

Dated: 7-18-07

**CAROL AZEVEDO**

Carol Azevedo

Dated: 7-13-07