

**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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Next Proteins, Inc.		09/01/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
<b>Name:</b>	Forward Foods LLC
<b>Street Address:</b>	2548 Business Parkway, Suite #2
<b>City:</b>	Minden
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89423
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3150926	TO A NEW STATE OF TASTE
Registration Number:	3099240	BONANZA
Registration Number:	3013792	U-TURN
Registration Number:	2933992	SLIMWHEY
Registration Number:	2915236	JOYRIDE
Registration Number:	2891952	ONEWAY
Registration Number:	2807222	DETOUR
Registration Number:	2792375	PDUF

CORRESPONDENCE DATA	
Fax Number:	(415)836-2501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 836 2557
Email:	tmdocket@dlapiper.com
Correspondent Name:	Heather A. Dunn, c/o DLA Piper US LLP
Address Line 1:	153 Townsend Street, Suite 800

CH \$215.00 3150926

Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER: 365234-900100

NAME OF SUBMITTER: Heather A. Dunn, Esq.

Signature: /Heather Dunn/

Date: 10/02/2007

**Total Attachments: 7**

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## AGREEMENT FOR PURCHASE AND SALE OF ASSETS

This agreement is entered into as of September 1, 2006, between FORWARD FOODS LLC, a Delaware limited liability company ("Buyer"), NEXT PROTEINS, INC., a California corporation ("Company"), and BLUEGRASS BARS, LLC, a Nevada limited liability company, wholly owned subsidiary of Company ("Subsidiary"). Company and Subsidiary are collectively referred to as "Seller."

### 1. UNDERLYING FACTS/RECITALS

1.1 Seller is engaged in the business of the development, manufacture and sale of high protein nutrition bars and energy bars (the "Bar Business"), with a principal place of business located at 2283 Cosmos Court, Carlsbad, California 92009 and the manufacturing facility of Subsidiary located at 2542 Business Parkway, Minden, Nevada 89423.

1.2 Buyer and Seller have agreed to the purchase and sale of the Bar Business in accordance with this agreement.

### 2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale. Based upon and subject to the terms, covenants, conditions, representations and warranties set forth in this agreement, on the Closing Date (as defined below), except as otherwise provided herein, Seller shall sell, convey, transfer, assign and deliver to Buyer and Buyer shall purchase from Seller the properties, assets and rights used by Company and Subsidiary in the Bar Business, including without limitation those described on attached Schedules 2.1-1 (Company Assets) and 2.1-2 (Subsidiary Assets) (the "Assets"). The Assets shall include Working Capital (as determined under paragraph 3.3 below) and accounts receivable, furniture, fixtures and equipment, computers, dies, molds, accessories, spare parts, tools, machinery, motor vehicles, inventory, raw materials, supplies, samples, purchase orders, work in process, finished goods, contract rights, contracts, leasehold interests, governmental authorizations, permits, licenses and certifications, trade dress, service marks, copyrights, trademarks, patents, patent rights, license agreements, recipes, formulae, manufacturing and fabrication processes, procedures and know how, intangibles, trade secrets, goodwill, customer lists, vendor lists, software licenses, procedural manuals, books of account, business records, and

except for Excluded Assets, all other properties, assets and rights used by Seller in connection with the Bar Business.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement for Purchase and Sale of Assets effective as of the date above set forth.

**Seller:**

NEXT PROTEINS, INC.

By:   
David A. Jenkins, President and CEO

By:   
Tex Frews, Secretary

Address: P.O. Box 2469  
Carlsbad, California 92018-2469

BLUEGRASS BARS, LLC

By: Next Proteins, Inc., its Manager

By:   
David A. Jenkins, President and CEO

Address: 2542 Business Parkway  
Minden, Nevada 89423

**BUYER:**

FORWARD FOODS LLC

By: \_\_\_\_\_  
\_\_\_\_\_, Chief Executive Officer

Address: 6 East 43rd Street, 8<sup>th</sup> Floor  
New York, New York 10017

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement for Purchase and Sale of Assets effective as of the date above set forth.

**Seller:**

NEXT PROTEINS, INC.

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

David A. Jenkins, President and CEO

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

Tex Prows, Secretary

Address: P.O. Box 2469

Carlsbad, California 92018-2469

BLUEGRASS BARS, LLC

By: Next Proteins, Inc., its Manager

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

David A. Jenkins, President and CEO

Address: 2542 Business Parkway

Minden, Nevada 89423

**BUYER:**

FORWARD FOODS LLC

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

EDWARD R. BURNS Chief Executive Officer Secretary

Address: 6 East 43rd Street, 8<sup>th</sup> Floor

New York, New York 10017

Signature Page to Asset Purchase Agreement

TRADEMARK

REEL: 003632 FRAME: 0645

EXECUTION COPY

**EXHIBIT 8.2**

**BILL OF SALE**

THIS BILL OF SALE (this "Instrument"), dated as of September 1, 2006, is made and delivered pursuant to, and subject to the terms of, that certain Agreement for Purchase and Sale of Assets, dated as of the date hereof (the "Purchase Agreement"), by and among Forward Foods LLC, a Delaware limited liability company (the "Buyer"), NEXT PROTEINS, INC., a California corporation ("Company") and, BLUEGRASS BARS, LLC, a Nevada limited liability company ("Subsidiary" and, together with the Company, the "Sellers"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

For good and valuable consideration to the Sellers in hand paid, the receipt and sufficiency of which are hereby acknowledged and as more fully set forth in the Purchase Agreement, Sellers have sold, conveyed, assigned and delivered and by execution of this Instrument do hereby sell, convey, assign, transfer and deliver to Buyer the Assets described in the Purchase Agreement and Buyer hereby purchases and acquires all right, title and interest of Sellers in, to and under the Assets.

This Instrument shall be governed by and construed in accordance with the laws of the State of California and shall bind and inure to the benefit of Buyer and Sellers and their respective heirs, beneficiaries, legal representatives, successors and assigns.

[Signature Page Follows]



**NEXT PROTEINS, INC.**

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

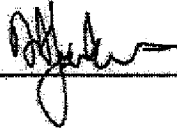
David A. Jenkins  
Its: President and CEO



**BLUEGRASS BARS, LLC**  
By Next Proteins, Inc., Its Manager

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

David A. Jenkins  
Its: President and CEO



Signature Page to Bill of Sale