

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
Creative Foods, LLC		04/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Kagome Creative Foods, Inc.
Street Address:	710 North Pearl
City:	Osceola
State/Country:	ARKANSAS
Postal Code:	72370
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76304569	ONION WINGS
Registration Number:	2023366	OSCEOLA FOODS
Registration Number:	0728051	RIVERVIEW
Registration Number:	1785705	COUNTRY PAT
Registration Number:	2837246	DEEP DIP
Registration Number:	1784288	FARM GOLD
Registration Number:	0666081	HI-VAL
Registration Number:	0835209	MAR-JET
Registration Number:	2841652	ZATTINI'S
Registration Number:	1829928	SPREAD WISE

CORRESPONDENCE DATA

Fax Number: (901)259-7180
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 76304569

Phone: 901-259-7120
Email: mte@farris-law.com
Correspondent Name: Michael T. Evangelisti
Address Line 1: 1100 Ridgeway Loop Road
Address Line 2: Suite 400
Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER:	Michael T. Evangelisti
Signature:	/mte/
Date:	10/08/2007

Total Attachments: 4
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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into this 14th day of April, 2007 ("Effective Date"), by and between **Creative Foods, LLC**, a Delaware limited liability company, ("Assignor"), and **Kagome Creative Foods, Inc.**, a California corporation ("Assignee").

PRELIMINARY STATEMENTS

A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and service marks, and any respective applications and registrations with the United States Patent and Trademark Office and state trademark offices, listed in **Exhibit A** ("Registered Trademarks"), including variations thereof and the goodwill associated therewith. **Exhibit B** provides a list of trademarks or service marks whose registration has expired, been cancelled, or abandoned by the Assignor or the Assignor's successor in interest ("Expired Trademarks"). Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the Expired Trademarks, including variations thereof and the goodwill associated therewith. (The Registered Trademarks and the Expired Trademarks are collectively referred to herein as the "Trademarks").

B. Assignee wishes to acquire, and Assignor wishes to assign, all right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks, including any renewals and extensions of any registration that is or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made; and together will all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Trademarks.

3. Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required) (1) in the preparation and prosecution of any application for renewal of a registration covering any of the Trademarks; (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks and this Assignment; (3) in obtaining any additional protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor:
CREATIVE FOODS, LLC

Assignee:
**KAGOME CREATIVE FOODS,
INC**

By: Matt M
Its: President & CEO

By: [Signature]
Its: President & CEO

EXHIBIT A

<u>Trademark / Service mark</u>	<u>Registration Number</u>
Deep Dip	2,837,246
Farm Gold	1,784,288
Hi-Val	666,081
Mar-Jet	835,209
Zattini's	2,841,652
Spread Wise	1,829,928
Sweet 'N Fresh	500000219 (Arkansas registration only)

EXHIBIT B

<u>Trademark / Service mark</u>	<u>Registration Number</u>
Country Pat	1,785,705 (cancelled under §8)
Onion Wings	1,118,740 (Canadian Registration No.)
Osceola Foods	2,023,366 (cancelled under §8)
Riverview	728,051 (cancelled under §8)
Onion Wings	756,979 (Mexican Registration No.)
Onion Wings	76/304,569 (Application No. Only – No Statement of Use Filed)