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
Wholesome & Hearty Foods Company		11/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kellogg North America Company
Street Address:	One Kellogg Square
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	78868200	ACT POSITIVE
Serial Number:	78868172	AIR VEGGIE
Serial Number:	77221701	AUTHENTIC RECIPE FROM OUR FAMILY
Serial Number:	77215676	BAJA
Serial Number:	77072213	CHIEF FOOD OFFICER
Registration Number:	2782906	EAT POSITIVE
Registration Number:	2191566	EATING GOOD JUST GOT GREAT
Serial Number:	77215720	FIRE DRAGON
Registration Number:	1409666	GARDENBURGER
Registration Number:	2103410	GARDENBURGER
Registration Number:	2250585	GARDENBURGER FIRE ROASTED VEGETABLE
Registration Number:	2457162	GARDENBURGER FLAME GRILLED
Serial Number:	77215786	GARDENBURGER GOURMET
Registration Number:	2433717	GARDENBURGER HAMBURGER CLASSIC

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Serial Number:	77100283	GARDENBURGER MONGO
Registration Number:	2409330	GARDENBURGER SANTA FE
Registration Number:	2145861	GARDENBURGER VEGGIE MEDLEY
Registration Number:	2431878	GARDENBURGER VEGGIE VEGAN
Registration Number:	2103545	GARDENBURGER
Registration Number:	2608349	GARDENCHEF PAUL WENNER
Registration Number:	1987820	GARDENSAUSAGE
Serial Number:	78868206	GARDENSTEAK
Registration Number:	2182470	GARDENVEGAN
Registration Number:	2214768	HAMBURGER STYLE GARDENBURGER
Serial Number:	77215710	HULA
Registration Number:	2400907	LIFEBURGER
Serial Number:	77221690	ONE TASTE AND YOU'RE THERE
Registration Number:	2402720	SANTA FE GARDENBURGER
Serial Number:	78868185	SERVE UP CHANGE
Registration Number:	2376185	TAYBURN
Registration Number:	2348813	THE ORIGINAL GARDENBURGER
Serial Number:	77215739	TUSCANY
Serial Number:	78868154	VEGGIE POWER
Serial Number:	77100823	WH
Serial Number:	77020219	WHOLESOME & HEARTY FOODS
Serial Number:	77100896	WHOLESOME & HEARTY FOODS COMPANY
Serial Number:	77020208	WHOLESOME & HEARTY FOODS COMPANY
Serial Number:	77113796	WHOLESOME & HEARTY HEALTHY GOURMET

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37910-28 RMP
NAME OF SUBMITTER:	Renee M. Prescan

Signature:	/Renee M. Prescan/
Date:	11/07/2007

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 5, 2007 ("Effective Date") by and between **Wholesome & Hearty Foods Company,** a Delaware corporation, with its principal office at Suite 350, 15615 Alton Parkway, Irvine, California 92618, U.S.A. ("Assignor"), and **Kellogg North America Company**, a Delaware corporation, with its principal office at One Kellogg Square, Battle Creek, Michigan 49016, U.S.A. ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Assignor and Kellogg Company dated October 5, 2007, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications set forth on Schedule A attached hereto, and the unregistered trademarks set forth on Schedule B attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, 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 Assignor if this Assignment had not been made, together with 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 Marks, 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.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration,

relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment in the United States.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WHOLESOME & HEARTY FOODS COMPANY

Name: SCOTT S. WINGATE

Title: VICE PRESIDENT

KELLOGG NORTH AMERICA COMPANY

Name: _____

Title: _____

relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment in the United States.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

WHOLESOME & HEARTY FOODS COMPANY

_____

Name: _____

Title: _____

KELLOGG NORTH AMERICA COMPANY

Norma Barnes-Euresti

Name: Norma Barnes-Euresti

Title: Assistant Secretary

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./	Filing Date	Reg. No.	Reg. Date
ACT POSITIVE	U.S.	78/868,200	4/24/2006		
AIR VEGGIE	U.S.	78/868,172	4/24/2006		
AUTHENTIC RECIPE FROM OUR FAMILY	U.S.	77/221,701	7/3/2007		
BAJA	U.S.	77/215,676	6/26/2007		
CHIEF FOOD OFFICER	U.S.	77/072,213	6/26/2007		
EAT POSITIVE	U.S.	76/397,857	4/18/2002	2,782,906	11/11/2003
EATING GOOD JUST GOT GREAT	U.S.	75/298,680	5/27/1997	2,191,566	9/22/1998
FIRE DRAGON	U.S.	77/215,720	6/26/2007		
GARDENBURGER	U.S.	73/578,285	1/17/1986	1,409,666	9/16/1986
GARDENBURGER (Stylized)	U.S.	75/183,493	10/17/1996	2,103,410	10/7/1997
GARDENBURGER FIRE ROASTED VEGETABLE	U.S.	75/427,576	2/2/1998	2,250,585	6/1/1999
GARDENBURGER FLAME GRILLED	U.S.	76/020,349	4/7/2000	2,457,162	6/5/2001
GARDENBURGER GOURMET	U.S.	77/215,786	6/26/2007		
GARDENBURGER HAMBURGER CLASSIC	U.S.	78/005,808	4/26/2000	2,433,717	3/6/2001
GARDENBURGER MONGO	U.S.	77/100,283	2/6/2007		
GARDENBURGER SANTA FE	U.S.	75/608,051	12/18/1998	2,409,330	11/28/2000
GARDENBURGER VEGGIE MEDLEY	U.S.	75/164,888	9/11/1996	2,145,861	3/24/1998
GARDENBURGER VEGGIE VEGAN	U.S.	78/009,504	5/23/2000	2,431,878	2/27/2001
GARDENBURGER	U.S.	75/194,220	11/6/1996	2,103,545	10/7/1997
GARDENCHEF PAUL WENNER	U.S.	75/183,492	10/17/1996	2,608,349	8/20/2002
GARDENSAUSAGE	U.S.	74/403,771	6/17/1993	1,987,820	7/23/1996
GARDENSTEAK	U.S.	78/868,206	4/24/2006		
GARDENVEGAN	U.S.	75/345,104	8/22/1997	2,182,470	8/18/1998
HAMBURGER STYLE GARDENBURGER	U.S.	75/439,758	2/24/1998	2,214,768	12/29/1998
HULA	U.S.	77/215,710	6/26/2007		

Mark	Jurisdiction	Serial No./	Filing Date	Reg. No.	Reg. Date
LIFEBURGER	U.S.	75/657,069	3/10/1999	2,400,907	10/31/2000
ONE TASTE AND YOU'RE THERE	U.S.	77/221,690	7/3/2007		
SANTA FE GARDENBURGER	U.S.	75/608,052	12/18/1998	2,402,720	11/7/2000
SERVE UP CHANGE	U.S.	78/868,185	4/24/2006		
TAYBURN	U.S.	75/702,476	5/11/1999	2,376,185	8/8/2000
THE ORIGINAL GARDENBURGER	U.S.	75/774,537	8/12/1999	2,348,813	5/9/2000
TUSCANY	U.S.	77/215,739	6/26/2007		
VEGGIE POWER	U.S.	78/868,154	4/24/2006		
WH	U.S.	77/100,823	2/6/2007		
WHOLESOME & HEARTY FOODS	U.S.	77/020,219	10/12/2006		
WHOLESOME & HEARTY FOODS COMPANY	U.S.	77/100,896	2/6/2007		
WHOLESOME & HEARTY FOODS COMPANY	U.S.	77/020,208	10/12/2006		
WHOLESOME & HEARTY HEALTHY GOURMET	U.S.	77/113,796	2/22/2007		

SCHEDULE B

UNREGISTERED TRADEMARKS

GARDEN STEAK

VEGGIE MEDLEY

RIBLETS