

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
Marsee Foods, Inc.		05/11/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Byrnes & Kiefer Co.		
Street Address:	131 Kline Avenue		
City:	Callery		
State/Country:	PENNSYLVANIA		
Postal Code:	16024		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2964201	LITE HARVEST	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1622		
Email:	louanne.guerra@bipc.com		
Correspondent Name:	Duane A. Stewart III		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0014187-000111		
NAME OF SUBMITTER:	Duane A. Stewart III		
Signature:	/Duane A. Stewart III/		
Date:	11/08/2007		

CH \$40.00 2964201

Total Attachments: 4

source=070659 Byrnes & Kiefer Assignment#page1.tif

source=070659 Byrnes & Kiefer Assignment#page2.tif

source=070659 Byrnes & Kiefer Assignment#page3.tif

source=070659 Byrnes & Kiefer Assignment#page4.tif

Lite Harvest Asset Purchase and Interim Production Agreement
May 11, 2007

The following are the terms and conditions under which Byrnes & Kiefer Co. ("Buyer") offers to purchase certain assets of the "Lite Harvest" (™) product line from Marsee Foods Inc. ("Seller") and under which the parties will handle transition of the business involved.

1. Assets: The assets being purchased include customer histories, customer contact information and all related customer data, vendor histories, vendor contact information and all related vendor data, formulations for Lite Harvest sugar free and wheat free products, packaging and marketing artwork and software, rights to the Lite Harvest web site that currently needs the domain repurchased, and rights to the Lite Harvest trademark, goodwill and all other intangible assets associated with the "Lite Harvest" (™) product line. Assets such as equipment, cookie ingredients and packaging are not included under this paragraph.

2. Purchase price: The purchase price for the assets listed above is a combination of cash and royalties, as follows:

1. a cash payment of [REDACTED] at closing, and
2. royalties to be paid quarterly for three years after closing at the rate of [REDACTED] of net sales of the Lite Harvest brand of sugar free or wheat free cookies or any successor brand of such cookies.

MARSEE FOODS, INC.)
13650 NE WHITAKER WAY
PORTLAND OREGON 97230

Royalties shall continue hereunder until three years have elapsed or until Buyer no longer offers for sale the Lite Harvest brand of sugar free or wheat free cookies or any successor of that brand. Provided, however, if Buyer sells the Lite Harvest brand or any successor brand within three years of closing, the sum of [REDACTED] less the [REDACTED] paid at closing and less the cumulative royalties paid to date, shall become due and payable in full at the closing of the sale.

3. Best efforts reporting: Because so much of the purchase price hereunder is scheduled to be paid as royalties, Buyer commits to using best efforts to retaining [REDACTED] as a customer. Until the royalties are paid in full or until Buyer or any successor of Buyer ceases to offer the Lite Harvest brand or any successor brand, Buyer or its successor will report its sales quarterly to Seller to facilitate determination of required compliance in the payment of royalties under this agreement.

4. Ingredients, packaging and production during transition: As of the date of closing, Seller will transfer to Buyer ownership of all ingredients used by Seller exclusively in the production of Lite Harvest cookies (subject to Buyer approval) and all Lite Harvest packaging, labels, and cardboard cases. Payment for such items will be at Seller's actual cost. Seller agrees to use these and any other necessary ingredients (paid for by Buyer) to produce product to Buyer's order for a transition period of up to 30 days, after which Buyer will take over production. Buyer offers to pay Seller a "tolling" charge of [REDACTED] per case. Any necessary ingredients and packaging beyond that transferred at closing

will be at Buyer's cost. Customer billing for product under this tolling agreement will be performed by Buyer.

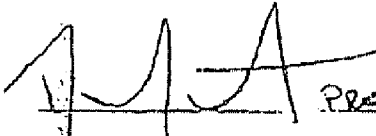
5. Open orders, finished goods: As of the date of closing, Seller will transfer to Buyer ownership of all saleable finished goods inventory of Lite Harvest cookies. Payment for finished goods will be at the rate of [REDACTED] per case. Buyer may use such finished goods to fill any open purchase orders or subsequent orders. Royalties hereunder will apply to such sales. At the end of the 30 day transition period Buyer will remove any remaining finished goods from Seller's premises.

6. Noncompetition: Seller agrees not to engage for a period of [REDACTED] years after closing in the production, marketing or sale of prepackaged sugar free or wheat free cookies outside [REDACTED].

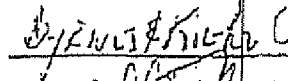
7. Equipment: Seller uses a [REDACTED] in the packaging of Lite Harvest cookies. Buyer has sought data as to the current fair market value of such used equipment, determined to be [REDACTED]. Buyer offers to purchase Seller's [REDACTED] for that amount. Payment for such equipment shall be made in full at closing if acceptable to Seller and Buyer shall be responsible for shipping of the equipment after the transition period. Sale of this equipment shall not be a precondition to the sale of the assets and rights to Lite Harvest listed above. DM

8. Closing: This purchase will close on May 31, 2007.

AGREED and ACCEPTED this 11th day of May, 2007.



 Seller President



 Buyer President 5/11/07