

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
Green Glen Produce Corporation		11/14/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GreenLine Foods, Inc.		
Street Address:	12700 S Dixie Hwy		
City:	Bowling Green		
State/Country:	OHIO		
Postal Code:	43402		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76519229	ELEGANT ADDITIONS	
CORRESPONDENCE DATA			
Fax Number:	(412)394-7959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 394-7296		
Email:	mjengott@jonesday.com		
Correspondent Name:	Matthew J. Engott		
Address Line 1:	500 Grant Street		
Address Line 2:	One Mellon Bank Center, 31st Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	948272-665003		
NAME OF SUBMITTER:	Matthew J. Engott		
Signature:	/Matthew J. Engott/		
Date:	12/10/2007		

76519229
 CH \$40.00

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into this day of 14 of November, 2007 by and between, Green Glen Produce Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereafter called "Assignor"), and GreenLine Foods, Inc., a corporation organized and existing under the laws of the State of Ohio (hereafter called "Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademarks listed in Schedule A attached hereto and expressly incorporated herein by reference (hereafter called the "Trademarks");

WHEREAS, Assignee is desirous of acquiring said Trademarks; and

WHEREAS, Assignor is willing to assign said Trademarks to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee all its right, title and interest in and to said Trademarks, including but not limited to: (i) all registration rights with respect to the Trademarks; (ii) all rights to prepare derivative marks; (iii) any goodwill associated with the Trademarks; and (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of this Assignment.

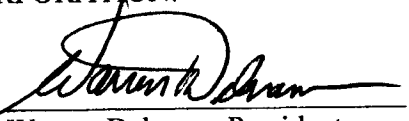
2. Assignor hereby makes to Assignee the same representations and warranties made by Assignor to Assignee in Section 6.16 the Asset Purchase Agreement dated November 2, 2007, by and between Assignor, Assignee and Fame Avenue Partnership, all of which are hereby incorporated herein by reference. In addition, Assignor represents and warrants to Assignee that Assignor has the power to enter into this Assignment.

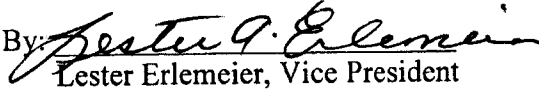
3. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of assignment of all of the Trademarks to Assignee.

4. The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the year and date first written above.

GREEN GLEN PRODUCE
CORPORATION.

By: 
Warren Debnam, President
and 50% Shareholder

By: 
Lester Erlemeier, Vice President
and 50% Shareholder

COMMONWEALTH OF PENNSYLVANIA)

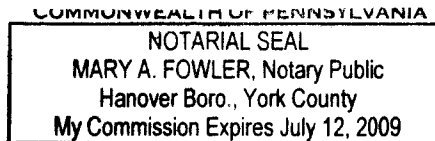
) SS:

COUNTY OF YORK)

On this 14th day of November, 2007, personally appeared Warren Debnam, known to me to be the President and 50% shareholder of Green Glen Produce Corporation, the assignor above named, and acknowledged that he executed the foregoing pursuant to the authority duly received.

Mary A. Fowler
Notary Public

MY COMMISSION EXPIRES:



COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF YORK)

On this 14th day of November, 2007, personally appeared Lester Erlemeier, known to me to be the Vice President and 50% shareholder of Green Glen Produce Corporation, the assignor above named, and acknowledged that he executed the foregoing pursuant to the authority duly received.

Mary A. Fowler

NotaryPublic

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARY A. FOWLER, Notary Public

Hanover Boro., York County

My Commission Expires July 12, 2009

Schedule A

Trademark Registrations:

Trademark	Serial Number/ Country Name	Registration Number/Date
Elegant Additions	76/519,229 U.S.A.	