

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
The J. M. Smucker Company		01/01/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Smucker Quality Beverages, Inc.		
Street Address:	P. O. Box 369, Speedway Avenue		
City:	Chico		
State/Country:	CALIFORNIA		
Postal Code:	95927		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1499807	BERRY PATCH	
Registration Number:	1409747	NICE & NATURAL	
Registration Number:	3260482	SANTA CRUZ	
Registration Number:	1471587	VERY VEGGIE	
CORRESPONDENCE DATA			
Fax Number:	(330)684-3026		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-684-3383		
Email:	kevin.mular@jmsmucker.com		
Correspondent Name:	Kevin Mular		
Address Line 1:	One Strawberry Lane		
Address Line 4:	Orrville, OHIO 44667-0280		
NAME OF SUBMITTER:	Kevin Mular		
Signature:	/kevin mular/		

OP \$115.00 1499807

Date:

01/08/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of January 1, 2008 (the "*Effective Date*"), is made by and between The J. M. Smucker Company an Ohio corporation ("*Assignor*"), and Smucker Quality Beverages, a California corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A and the goodwill associated with all of the foregoing (all of the foregoing collectively, the "*Trademarks*"); and

WHEREAS, the Assignee desires to acquire all rights, titles and interest in and to Assignor's Trademarks.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein and other good and valuable consideration, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are 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 Assignor if this assignment and sale 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 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.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark 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) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

The J. M. Smucker Company

By: *M. Ann Harlan*

Name: M. Ann Harlan

Title: V.P., General Counsel & Secretary

STATE OF OHIO)
) SS:
COUNTY OF WAYNE)

On this 31st day of December, 2007 before me M. Ann Harlan, known to me to be Vice President and Secretary of The J. M. Smucker Company, who acknowledged that he/she signed this instrument as a free act on behalf of the corporation.


Jeannette Knudsen
Notary Public:
My commission expires: None.



JEANNETTE L. KNUDSEN, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

ASSIGNEE:

SMUCKER QUALITY BEVERAGES, INC.

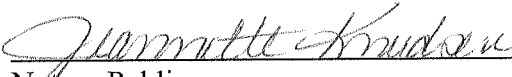
By: 

Name: M. Ann Harlan

Title: Vice President and Secretary

STATE OF OHIO)
) SS:
COUNTY OF WAYNE)

On this 31st day of December, 2007 personally appeared before me M. Ann Harlan, known to me to be Vice President and Secretary of Smucker Quality Beverages, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of corporation.


Notary Public:
My commission expires: None



JEANNETTE E. KNUDSEN, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE A

TRADEMARKS

Mark	App. No.	Reg. No.	Country
BERRY PATCH	73/633,124	1,499,807	United States of America
FRUIT HARVEST	672,593	404,262	Canada
FRUIT TEAZER (LOGO)	713,379	417,486	Canada
FRUIT TEAZER (WORD)	713,400	417,487	Canada
KNUDSEN	158,585	434,857	Mexico
NICE & NATURAL	73/458,912	1,409,747	United States of America
R.W. KNUDSEN	158,586	434,858	Mexico
R.W. KNUDSEN FAMILY	89,722	15,757	United State of America/California
R.W. KNUDSEN FAMILY	881,083,037	881,083,037	United State of America/Colorado
R.W. KNUDSEN FAMILY	62,749	62,749	United State of America/Illinois
R.W. KNUDSEN FAMILY	25,164	28,969	United State of America/New York
R.W. KNUDSEN FAMILY	1,031,953	1,031,953	United State of America/Ohio
R.W. KNUDSEN FAMILY	1,046,190	1,046,190	United State of America/Pennsylvania
R.W. KNUDSEN FAMILY	49,753	49,753	United State of America/Texas
R.W. KNUDSEN FAMILY	49,736	49,736	United State of America/Texas
R.W. KNUDSEN FAMILY & DESIGN	562,190	562,190	Canada
R.W. KNUDSEN FAMILY & DESIGN	1/4595	68,646	Lebanon
SANTA CRUZ	78842232	3,260,482	United States of America
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Austria
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Belgium

SCHEDULE A

TRADEMARKS
(CONTINUED)

SANTA CRUZ ORGANIC	1,087,204	1,087,204	Benelux
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Denmark
SANTA CRUZ ORGANIC	1,087,204	1,087,204	European Community
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Finland
SANTA CRUZ ORGANIC	1,087,204	1,087,204	France
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Germany
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Greece
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Ireland
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Italy
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Portugal
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Spain
SANTA CRUZ ORGANIC	1,087,204	1,087,204	Sweden
SANTA CRUZ ORGANIC	1,087,204	1,087,204	United Kingdom
SIIMPLY NUTRITIOUS	851,827	512,276	Canada
SMUCKER QUALITY BEVERAGES, INC.	60,3178	2,315,246	Japan
VERY VEGGIE	73/661,767	1,471,587	United States of America