

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
Groeb Farms, Inc.		02/08/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Garden Fresh Salsa Company, Inc.		
Doing Business As:	DBA Gourmet Jose and Garden Fresh Gourmet		
Street Address:	1505 Bonner		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1973969	GET OFF THE BOTTLE ... TRY IT FRESH!	
CORRESPONDENCE DATA			
Fax Number:	(248)359-6171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-354-4030		
Email:	gnt@maddinhauser.com		
Correspondent Name:	Geoffrey N. Taylor		
Address Line 1:	28400 Northwestern Hwy., 3rd Floor		
Address Line 4:	Southfield, MICHIGAN 48034		
NAME OF SUBMITTER:	Geoffrey N. Taylor		
Signature:	/Geoffrey N. Taylor/		
Date:	02/18/2008		

Total Attachments: 2

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**TRADEMARK
 REEL: 003720 FRAME: 0953**

OP \$40.00 1973969

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made and given February 8, 2008 by GROEB FARMS, INC., a Michigan corporation ("Seller") to GARDEN FRESH SALSA COMPANY, INC., a Michigan corporation ("Purchaser" and with Seller the "Parties").

RECITALS

A. Seller is the owner of all right, title, and interest to the trademark **GET OFF THE BOTTLE ... TRY IT FRESH!**, U.S. Trademark Reg. No. 1,973,969 ("Trademark") and Purchaser is desirous of acquiring the Trademark.

B. Pursuant to that certain Asset Purchase Agreement dated February 8, 2008 ("Purchase Agreement"), Seller has agreed to convey to Purchaser, among other things, the Trademark.

C. The execution and delivery of this Assignment represents an integral part of the consideration under the Purchase Agreement.

The Parties agree as follows:

1. Recitals. The recitals are true and correct and are incorporated in this Assignment.
2. Conveyance. Seller hereby grants, sells, transfers, assigns, sets over and conveys to Purchaser all of Seller's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including all rights to sue and recover for past infringement.
3. Further Actions. Seller shall execute and deliver such additional instruments and items and take such additional actions as may be required, convenient or reasonably requested by Purchaser, in furtherance of the intent and purpose of this Assignment, notwithstanding the same may not be specifically provided for in this Assignment, the Purchase Agreement or under applicable law.
4. Warranty of Title. Seller represents and warrants to Purchaser that it has good and marketable title to the Trademark, and will defend the said sale against all persons claiming by, through or under Seller.
5. No Assumption of Liabilities. Seller acknowledges that although this transaction involves the purchase and sale of the Trademark, the Parties do not intend that Purchaser be, and Purchaser shall not be, deemed a successor of Seller with respect to any liabilities of Seller.

IN WITNESS WHEREOF, Seller has executed and delivered this Trademark Assignment as of the day and year first above written.

SELLER:

GROEB FARMS, INC.,
a Michigan corporation,

By: 

Ernest L. Groeb, President

GLORIA J. McMICHAEL
NOTARY PUBLIC, Lenawee County, MI
My Commission Expires Aug. 19, 2013
Acting in Lenawee County

State of :
County of :

On this 6th day of February, 2008, before me personally came Ernest L. Groeb to me known, who being by me duly sworn did depose and say that he is the President of Groeb Farms, Inc., and that he signed the above assignment as a free act on behalf of Groeb Farms, Inc. with authority to do so.

 2/6/08
Notary Public

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