

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
Lakeside Oralcare, Inc.		05/28/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Kehe Food Distributors, Inc.		
Street Address:	900 N. Schmidt Road		
City:	Romeoville		
State/Country:	ILLINOIS		
Postal Code:	60446		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3346285	NATURAL AND PURE	
Registration Number:	3337117	ORGANIC AND PURE	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-558-5600		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	010802.00003		
NAME OF SUBMITTER:	Liisa M. Thomas		
Signature:	/Liisa M. Thomas/		
Date:	06/04/2008		

CH 3346285 \$65.00

Total Attachments: 5

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ASSIGNMENT

This ASSIGNMENT (the "Agreement") is effective as of May 22 2008 (the "Effective Date"), by and among LAKESIDE ORALCARE, INC., a Washington corporation ("Assignor"), and KEHE FOOD DISTRIBUTORS, INC., an Illinois corporation ("Assignee").

WHEREAS, pursuant to the Exclusivity Agreement dated July 25 2007, among Assignor and Assignee (the "Exclusivity Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the ORGANIC AND PURE and NATURAL AND PURE brands and related propriety rights, including without limitation, (a) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, including without limitation the Internet domain names identified in Exhibit A attached hereto, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, and registrations in connection therewith, including the trademark registrations identified in Exhibit B attached hereto (the "Marks"), (b) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (c) all advertising and promotional materials, (d) all Universal Product Codes and GTIN numbers associated with products sold under the Marks, and (e) all other proprietary rights; all of the foregoing items, collectively, being the "Brands"; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Brands; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Brands; and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Brands, including without limitation: (a) all Marks, including the trademark registrations identified in Exhibit B attached hereto, together with the goodwill of the business in connection with which the Marks are used, and including the subject matter of all claims which may be obtained therefrom, together with 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; (b) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith; (c) all domain name registrations, including the domain name registrations identified in Exhibit A attached hereto; and (d) all Universal Product Codes and GTIN numbers associated with products sold in connection with the Marks. Assignee is to hold all right, title and interest in and to the Brands as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in this Section 1 not been made. Assignor shall not contest Assignee's ownership of the Brands, including in any claim, action, arbitration, suit, inquiry or proceeding.

2. Assignor hereby further covenants and agrees that it will, without additional consideration, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the Brands, take such further actions as may be necessary to transfer, vest, record and perfect good, valid and marketable title to the Brands in Assignee or its successors, legal representatives, and assigns in all countries.

3. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to the Brands, including each of the Marks, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees that it shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar, and authorizes Assignee to do the same on its behalf, in order to effectuate this assignment with respect to its domain names.

4. Assignor hereby represents and warrants to Assignee that: (a) Assignor exclusively owns and possesses the Brands and has taken all necessary and desirable action to maintain and protect the Brands, including using the Marks in connection with all of the goods that are listed on any trademark applications or registrations filed with the United States Patent and Trademark Office; (b) the Brands and all intellectual property rights associated therewith, and all registrations therefor, are valid, subsisting and in full force and effect and have been obtained in a legal and non-fraudulent manner; (c) the execution, delivery and performance of this Agreement by Assignor does not and will not violate, conflict with or result in the breach of any material term, condition, or provision of, or require the consent of any other person; (d) Assignor has good and valid title to the Brands, free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and other encumbrances and defects of title of any nature whatsoever; (e) Assignor has received no notice that any litigation is pending or threatened against Assignor related to the Brands (except as may have been disclosed to Assignee in writing prior to the execution of this Agreement); and (f) Assignor has complied with and is presently in compliance with all foreign, federal, state, local, governmental (including, but not limited to, the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to the Brands.

5. Assignor hereby agrees to defend, indemnify and hold harmless Assignee and each of its officers, directors, employees, agents, successors and assigns for any and all liabilities, losses, damages, and claims (including, without limitation, reasonable legal costs and expenses) arising out of, resulting from, caused by or attributed to any misrepresentation in or breach of any of the representations or warranties made by, or covenants or agreements of, Assignor contained in this Agreement, including any exhibits attached hereto, and all liabilities or obligations of Assignor arising out of or resulting from the use of the Brands prior to the Effective Date.

6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to the principles of conflicts of laws thereof).

8. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. All exhibits referred to herein are intended to be and hereby are specifically made a part of this agreement.

9. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

LAKESIDE ORALCARE, INC.

By: [Signature]
Name: Robert Kingsley
Title: President

KEHE FOOD DISTRIBUTORS, INC.

By: [Signature]
Name: ~~Chris D'Elia~~ Chris Meyer
Title: ~~EVP of Sales and Marketing~~ CFO

EXHIBIT A

Domain Name Registration(s)

Domain Name	Registrar	Expiration Date
www.organicandpuretea.com	Names4Ever	04/07/2009

EXHIBIT B**Trademark Registrations**

Mark	Reg. No.	Reg. Date
NATURAL AND PURE	3,346,285	11/27/2007
ORGANIC AND PURE	3,337,117	11/13/2007

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