

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
Triarco Industries, Inc.		06/11/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ocean Spray Cranberries, Inc.		
Street Address:	One Ocean Spray Drive		
City:	Lakeville-Middleboro		
State/Country:	MASSACHUSETTS		
Postal Code:	02349		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419838	CRANESSENCE	
CORRESPONDENCE DATA			
Fax Number:	(508)946-7304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	508-946-7321		
Email:	asharenow@oceanspray.com		
Correspondent Name:	Ocean Spray Cranberries, Inc.		
Address Line 1:	One Ocean Spray Drive		
Address Line 4:	Lakeville, MASSACHUSETTS 02349		
NAME OF SUBMITTER:	Alana Sharenow		
Signature:	/Alana Sharenow/		
Date:	07/17/2008		

Total Attachments: 2
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**TRADEMARK
 REEL: 003817 FRAME: 0492**

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ASSIGNMENT OF TRADEMARK

This Trademark Assignment ("Assignment") is entered into and made effective as of the last date executed below (the "Effective Date") by and between Triarco Industries, Inc. ("Assignor"), a Delaware Corporation, of 400 Hamburg Turnpike, Wayne, New Jersey, 07470, and Kelly Pioneer Group, on behalf of an undisclosed principal, ("Assignee"), of 601 Pennsylvania Avenue N.W., 9th Floor, Washington DC, 20004.

Whereas, Assignor has adopted, used, and is currently using the mark CRANESSENCE in connection with vitamins, mineral supplements, nutritional and dietary supplements, and whereas Assignor owns a United States trademark registration therefor issued by the United States Patent and Trademark Office under registration number 3,419,838, and all other common law rights (the "Mark");

Whereas, Assignee is desirous of acquiring the Mark and the goodwill appurtenant thereto;

Now, therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price. Within ten (10) days of the Effective Date, Assignee shall pay to Assignor the sum of one hundred fifty thousand dollars (\$150,000) (the "Purchase Price").
2. Assignment. In consideration of Assignee's payment of the Purchase Price, Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Mark, including the goodwill of the business symbolized by the Mark, and the right to enforce exclusive rights in the Mark, including without limitation, the right to sue and collect damages and/or profits for past infringements of the Mark.
3. Recordation. Assignee shall record this Assignment, with the Purchase Price fully redacted, with the United States Commissioner of Patents and Trademarks.
4. Governing Law. This Assignment shall be interpreted in accordance with and governed by the laws of the State of New Jersey.
5. Entire Agreement. This Assignment contains the entire agreement between the parties relating to the subject matter herefo, and all prior proposals, discussions or writings are superseded hereby.
6. Counterparts. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

{Signature page to follow}

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Triarco Industries

By: Angelo R. Appiceto

Date: June 11, 2008

ASSIGNEE:

Kelly Pioneer Group

By: [Signature]

Date: 6/3/08

STATE OF NEW JERSEY)

) ss:

COUNTY OF PASSIAC)

I certify that I know that ANGELO APPICETO is the person who appeared before me and that such person acknowledged that he/she signed this instrument and on oath stated that he/she is an authorized representative of Triarco Industries, Inc. and that he/she signed this instrument in that capacity, doing so as a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11th day of JUNE, 2008.

Gail A. Kolk
Notary Public

My commission expires _____.

GAIL A. KOLK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/27/2012