

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
TH Foods, Inc.	FORMERLY Terra Harvest Foods, Inc.	03/16/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Tree of Life, Inc.		
Street Address:	405 Golfway West Drive		
City:	St. Augustine		
State/Country:	FLORIDA		
Postal Code:	32095		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2187881	SESMARK	
CORRESPONDENCE DATA			
Fax Number:	(813)204-2124		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-225-3057		
Email:	afernandez@broadandcassel.com		
Correspondent Name:	Alejandro J. Fernandez		
Address Line 1:	100 North Tampa Street		
Address Line 2:	Suite 3500		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	37519.0102		
NAME OF SUBMITTER:	Alejandro J. Fernandez		
Signature:	/alejandrojfernandez/		

CH \$40.00 2187881

Date:

08/27/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 16 day of March 2005 (the "Effective Date") between TH Foods, Inc., an Illinois corporation with a principal address of 2154 Harlem Road, Loves Park, Illinois 61111, formerly known as Sesmark Foods, Inc. ("TH Foods"), and Tree of Life, Inc., a Delaware corporation with a principal address of 405 Golfway West Drive, St. Augustine, Florida 32095 ("Tree of Life").

Recitals

Sesmark Foods, Inc. ("Sesmark"), now known as TH Foods, and Liberty Richter, Inc. ("Liberty Richter"), the predecessor in interest to Tree of Life, entered into a Trademark License Agreement dated December 22, 1998 (the "License Agreement"). Pursuant to the License Agreement, Sesmark granted Liberty Richter the exclusive right and license to use the registered mark SESMARK and other marks incorporating the mark SESMARK, within the United States, its territories, and Canada, on certain crackers and snack foods. After entering into the License Agreement, Sesmark changed its corporate name several times. Its corporate name is currently TH Foods, Inc. After Liberty Richter entered into the License Agreement, Tree of Life acquired Liberty Richter's rights and obligations under the License Agreement when Tree of Life acquired substantially all of the assets of Liberty Richter.

The parties wish to provide for the assignment of all of TH Foods' rights and interests in the mark SESMARK, together with the goodwill of the business symbolized by the SESMARK mark, to Tree of Life. The parties further wish to terminate the License Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and good and valuable consideration exchanged by the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** TH Foods hereby conveys, assigns, sells, and transfers to Tree of Life and its successors and assigns, TH Foods' entire right, title, and interest in and to the mark SESMARK, together with the goodwill of the business symbolized by such mark and United States Trademark Registration Number 2,187,881 for "snack foods, namely, sesame sticks and rice and sesame crackers," issued on September 8, 1998 (the "Mark"), to be held and enjoyed by Tree of Life for its own use and benefit and for the use and benefit of its parent, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by TH Foods had this assignment not been made. The rights assigned hereunder also specifically include the right to sue for any and all past infringements of the Mark, and to receive any and all damages awarded as a result of any such claim.

2. **Relinquishment of All Rights in the Mark.** Following the Effective Date of this Agreement, TH Foods shall retain no rights in the Mark and TH Foods shall

not use the Mark on products, as part of a corporate name, or otherwise, following the Effective Date. TH Foods shall not, at any time following the Effective Date, contest the validity of the Mark or the validity of the assignment of TH Foods' rights in the Mark to Tree of Life.

3. **Termination of License Agreement.** The assignment of TH Foods' rights in the Mark to Tree of Life alleviates the need for a license granting Tree of Life the right to use the Mark. Therefore, the parties agree that as of the Effective Date of this Agreement, the License Agreement is hereby terminated, and the provisions of the License Agreement are superseded by the provisions of this Agreement. Without limiting the foregoing, Section 7.1 of the License Agreement, which provides that upon the termination of the License Agreement, all rights granted to Liberty Richter pursuant to the License Agreement will revert to Sesmark, is expressly and specifically superceded by this Agreement, rendering Section 7.1 of the License Agreement null and void, and with no legal effect.

4. **Rights Retained by TH Foods.** This Agreement does not constitute a transfer of any right, title, interest, or license that TH Foods may possess in technology, know-how, assets, or intellectual property other than the Mark and its related goodwill, whether or not related to goods formerly sold by TH Foods under the Mark and whether or not related to the manufacture of savory thin products, and no right, title, interest, or license is hereby assigned, granted, or otherwise transferred to Tree of Life with respect to such technology, know-how, assets, or intellectual property.

5. **Representations and Warranties.** TH Foods represents and warrants that it has the authority to make and enter into this Agreement, and that this Agreement will not violate TH Foods' contractual obligations to any third party. With the exception of the foregoing express warranties, TH Foods makes no other representations or warranties with respect to the Mark and all other representations and warranties are specifically disclaimed, including, without limitation, any representations and warranties with respect to the title to the Mark that Tree of Life will receive hereunder, and Tree of Life accepts all risks in this regard. Without limiting the foregoing, TH Foods specifically does not warrant that ownership or use of the Mark will enable Tree of Life to obtain increased revenues from the sale of crackers or other snack foods, and TH Foods does not warrant that the Mark does not infringe the rights of any third party, or that use of the Mark will not cause any loss, damage, or injury.

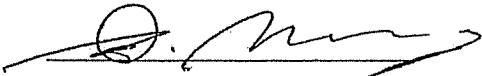
6. **Further Assurances.** TH Foods agrees to execute any other documents or to provide any further materials or documentation in its possession that are necessary in order to fulfill the provisions of or the purpose of this Agreement.

7. **Binding Effect.** This Agreement is binding upon the parties and their respective successors and assignees.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

TH FOODS, INC.

By: 

Name: Shinsuke Mori

Title: President

TREE OF LIFE, INC.

By: 

Name: Sheila R. Sagar

Title: CFO