

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sunlight Foods, Inc. | | 11/29/2005 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Archer-Daniels-Midland Company | | |
| Street Address: | 4666 Faries Parkway | | |
| City: | Decatur | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 62526 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1138497 | FRY LIGHT | |
| Registration Number: | 2293662 | NATURE'S CHOICE | |
| Registration Number: | 1952105 | SUN LIGHT | |
| Serial Number: | 76600328 | CHEF'S CHOICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)464-3111 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312/464-3100 | | |
| Email: | chicagopto@loeb.com | | |
| Correspondent Name: | Mary E. Innis | | |
| Address Line 1: | 321 N. Clark Street, Suite 2300 | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 208324-04310 | | |
| NAME OF SUBMITTER: | Mary E. Innis | | |

CH \$115.00 1138497

| | |
|--|----------------|
| Signature: | /mary e innis/ |
| Date: | 09/12/2008 |
| Total Attachments: 4 source=Sunlight_assignment#page1.tif source=Sunlight_assignment#page2.tif source=Sunlight_assignment#page3.tif source=Sunlight_assignment#page4.tif | |

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 30th day of November, 2005, by **Sunlight Foods, Inc.**, a Florida corporation with its principal place of business at 3550 NW 112th St., Miami, FL 33167 ("Assignor"), to **Archer-Daniels-Midland Company**, a Delaware corporation with its principal place of business at 4666 Faries Parkway, Decatur, IL 62526 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of November 8, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as the term "Assets" is defined in the Agreement), including without limitation certain servicemarks and trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under those of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications or servicemark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); provided however that nothing herein is intended to nor may be construed to operate to transfer or convey any right, title or interest which Assignor has or may have in or to the corporate, tradename or fictitious name Sunlight Foods, Inc., Sunlight Foods or Sunlight, in any jurisdiction, when and as used as such.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the Businesses (as the term "Businesses" is defined in the Agreement) associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made; provided however that nothing herein is intended to nor may be construed to operate to transfer or convey any right, title or interest which Assignor has or may have in or to the corporate, tradename or fictitious name Sunlight Foods, Inc., Sunlight Foods or Sunlight, in any jurisdiction, when and as used as such.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and

construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Sunlight Foods, Inc., a Florida corporation

By: RF
Name: Robert Contento
Title: Vice President / CFO

[SEAL]

State of Florida)
) ss.:
County of Palm Beach)

On this 29th day of November, 2005, before me, Connie Jo Horsley, personally appeared Robert Contento, as Vice President / CFO of **Sunlight Foods, Inc.**, a Florida corporation personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Connie Jo Horsley
Notary Public



Connie Jo Horsley
MY COMMISSION # DD141852 EXPIRES
August 12, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**Assignment of Servicemarks and Trademarks
SCHEDULE A**

I. U.S. Registered Servicemarks and Trademarks:

| <u>Servicemark or Trademark</u> | <u>U.S. Registration No.</u> | <u>Registration Date</u> |
|---------------------------------|------------------------------|--------------------------|
| Frylight | #1138497 | 8/5/1980 |
| Nature's Choice | #2293662 | 11/16/1999 |
| Sun Light | #1952105 | 1/30/1996 |

II. Foreign Registered Servicemarks and Trademarks:

| <u>Servicemark or Trademark</u> | <u>Foreign Registration No.</u> | <u>Registration Date</u> |
|---------------------------------|---------------------------------|--------------------------|
| Chef's Choice | (Netherlands Antilles) #10919 | 8/18/2004 |
| Fry Light | (Netherlands Antilles) #10918 | 8/18/2004 |
| Fry Light | (Nicaragua) #81883 | 4/8/2005 |
| Fry Light | (El Salvador) #REG9BOOK35 | 3/11/2005 |
| Sunlight | (Netherlands Antilles) #10917 | 8/18/2004 |
| Sunlight | (Honduras) #86.741 | 2/6/2003 |
| Sunlight | (Nicaragua) #81867 | 4/8/2005 |
| Sunlight | (El Salvador) #REG9BOOK35 | 3/11/2005 |
| Sunlight | (Venezuela) #P-218740 | 4/7/2000 |
| Sunlight | (Venezuela) #P-219976 | 6/2/2000 |
| Sunlight | (Venezuela) #P-217775 | 2/25/2000 |
| Sunlight & Design | (Panama) #89182 | 8/1/1997 |
| Sunlight and Design | (Honduras) #86.742 | 2/6/2003 |

III. Unregistered Servicemarks and Trademarks:

- "Briar Hill" (used in connection with vegetable oils, salad dressings and mayonnaise)
- "Fry Light Supreme" (used in connection with vegetable oils)
- "Gold Label" (used in connection with vegetable oils, salad dressings and mayonnaise)
- "Real Good" (used in connection with vegetable oils, salad dressings and mayonnaise)
- "Sunlight Econofry" (used in connection with vegetable oils)
- "Ultra Fry Light" (used in connection with vegetable oils)
- "Ultralight" (used in connection with vegetable oils)
- "Verdi" (used in connection with vegetable oils)

Also included as "unregistered" Servicemarks and Trademarks are those marks otherwise listed herein as being the subject of pending U.S. or foreign applications for registration.

IV. Pending U.S. Servicemark or Trademark Applications:

| <u>Pending U.S. Servicemark or Trademark</u> | <u>Pending U.S. Application No.</u> | <u>Application Date</u> |
|--|-------------------------------------|-------------------------|
| Chef's Choice | #76/600328 | 7/2/2004 |

V. Pending Foreign Servicemark or Trademark Applications:

| <u>Foreign Servicemark or Trademark</u> | <u>Foreign Application No.</u> | <u>Application Date</u> |
|---|--------------------------------|-------------------------|
| Chef's Choice | (Barbados) N/A | 4/22/2004 |
| Chef's Choice | (Honduras) #9012-04 | 5/24/2004 |
| Chef's Choice | (Jamaica) #45395 | 6/28/2004 |
| Chef's Choice | (Nicaragua) #2004/2385 | 7/30/2004 |
| Chef's Choice | (El Salvador) #20040052220 | 6/11/2004 |
| Chef's Choice | (Trinidad Tobago) #35236 | 8/6/2004 |
| Chef's Choice and Device (for Antigua, Grenada and St. Vincent) | (Great Britain) #2366207 | 6/19/2004 |
| Chef's Choice | (Bahamas) #26781 | 6/16/2004 |
| Fry Light | (Bahamas) #26782 | 6/16/2004 |
| Fry Light | (Guatemala) #004163 | 6/3/2004 |
| Fry Light | (Honduras) #9246-04 | 5/27/2004 |
| Fry Light | (Jamaica) #45396 | 6/28/2004 |
| Fry Light | (Trinidad Tobago) #35237 | 8/6/2004 |
| Fry Light and Device (for Antigua, Grenada and St. Vincent) | (Great Britain) #2366208 | 6/19/2004 |
| Frylight | (Nicaragua) #2004/02384 | 7/30/2004 |
| Sun Light and Design (for Antigua, Grenada and St. Vincent) | (Great Britain) #2366510 | 6/19/2004 |

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