

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
Flan Rico Confectionary, Inc.		10/06/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lakeview Farms, Inc.		
Street Address:	1700 Gressel Drive		
City:	Delphos		
State/Country:	OHIO		
Postal Code:	45833		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3023727	FLAN RICO	
Registration Number:	1662659	FLAN RICO	
Registration Number:	3045522	SEÑOR RICO	
Registration Number:	2209537	SEÑOR RICO	
Registration Number:	2944520	FIESTA!	
CORRESPONDENCE DATA			
Fax Number:	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(512) 474-5201		
Email:	aotrademark@fulbright.com, klambert@fulbright.com		
Correspondent Name:	Shannon T. Vale		
Address Line 1:	600 Congress Avenue		
Address Line 2:	Suite 2400		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Karla S. Lambert		

OP \$140.00 3023727

Signature:

/Karla S. Lambert/

Date:

10/15/2008

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made to be effective as of October 6, 2008, by and between Lakeview Farms, Inc., an Ohio corporation ("Assignee"), and Flan Rico Confectionary, Inc., a California corporation ("Assignor"), with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated September 5, 2008 (the "Agreement");

WHEREAS, Assignor is the sole owner of all rights in and to the registered trademarks and applications therefor (collectively, the "Trademarks") specifically identified in Schedule 1 attached hereto and incorporated herein by reference; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

KNOW BY THESE PRESENTS, that, pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, and all claims and causes of action for any current or past infringements of the Trademarks and the rights to recover and retain all damages and/or other relief in connection with such claims and causes of action.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, record the transfer of the Trademarks in the United States Patent and Trademark Office and/or in any other applicable agency or governmental entity in any country in the world.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of the parties under the Agreement, this Assignment being intended only to effect the assignment of the Trademarks to Assignee, as contemplated in the Agreement.

This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.


This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

[Signature Page Follows.]

Executed to be effective as of the date first written above.

ASSIGNOR:

FLAN RICO CONFECTIONARY, INC.

By: 
Name: Hector J. Ramirez
Title: President

ASSIGNEE:

LAKEVIEW FARMS, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Trademarks]

Executed to be effective as of the date first written above.

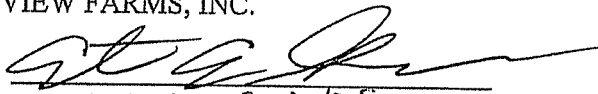
ASSIGNOR:

FLAN RICO CONFECTIONARY, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:


LAKEVIEW FARMS, INC.

By: 
Name: ERNEST E. GRAVES
Title: PRESIDENT

[Signature Page to Assignment of Trademarks]

SCHEDULE 1

For purposes of this Assignment, “Trademarks” shall mean the following trademarks and the associated United States trademark registrations therefor.

Trademark	Registration No.	Goods Covered
FLAN RICO	3,023,727	Custard desserts (CI 30)
FLAN RICO & Design 	1,662,659	Custard desserts (CI 30)
SEÑOR RICO	3,045,522	Prepared foods, namely, pies, pudding, custard desserts, and flavored and sweetened gelatins (CI 30)
SENOR RICO (Stylized) SEÑOR RICO	2,209,537	Prepared food, namely, pies, pudding and flavored and sweetened gelatins (CI 30)
FIESTA!	2,944,520	Flavored, sweetened gelatin dessert snacks (CI 30)