

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cedar Fresh Products, Inc.		11/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MFM Industries, Inc.		
<b>Street Address:</b>	2800 East Silver Springs Blvd, Ste 204		
<b>City:</b>	Ocala		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34470		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1859249	CEDAR FRESH	
<b>Registration Number:</b>	1857347	CEDAR FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(407)843-4444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	407-418-6243		
<b>Email:</b>	julie.frey@lowndes-law.com		
<b>Correspondent Name:</b>	Julia L. Frey		
<b>Address Line 1:</b>	P.O. Box 2809		
<b>Address Line 4:</b>	Orlando, FLORIDA 32802-2809		
<b>ATTORNEY DOCKET NUMBER:</b>	0016149138166		
<b>NAME OF SUBMITTER:</b>	Julia L. Frey		
<b>Signature:</b>	/julia l frey/		
<b>Date:</b>	02/12/2009		

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Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made as of the 14th day of November, 2008, between CEDAR FRESH PRODUCTS, INC., a Delaware corporation, with its principal place of business at 4325 Old Mill Road, Ste. 2C, Anderson, South Carolina 29621 ("Assignor"), and MFM INDUSTRIES, INC., a Delaware corporation, having its principal place of business at 2800 East Silver Springs Blvd, Ste. 204, Ocala, Florida 34470 ("Assignee").

WHEREAS, Assignor is the owner of the mark CEDAR FRESH, subject of United States Patent and Trademark Office Registration No. 1,859,249 dated October 18, 1994 (the "Mark"), which it owns free and clear of any known adverse interest, and of designs associated with the Mark, all of which have been in continuous use since their adoption and have not been abandoned, and of the mark CEDAR FRESH and DESIGN, subject of United States Patent and Trademark Office Registration No. 1,857,347 dated October 4, 1994, which has been cancelled (collectively, the "Marks"), and of the domain name "**www.cedarfreshcoop.com**" (the "Domain Name"); and

WHEREAS, Assignor wishes to assign, grant and deliver exclusively to Assignee all rights, titles and interests of every kind and nature in and to the Mark and the Marks and the Domain Name, together with the goodwill and business of Assignor to which the Mark and the Marks and registrations thereof pertain, and all rights of action and claims, including actions and claims for past infringement thereof;

NOW, THEREFORE, in consideration of payment of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor hereby assigns to the Assignee, free and clear of all liens, claims, encumbrances, security interests, liabilities, obligations, charges and equities, and Assignee accepts all of Assignor's right, title and interest in the Mark, the Marks, and the Domain Name, including pending applications therefore, together with that portion of Assignor's business to which the Mark, the Marks and the Domain Name pertain, and the goodwill of the business symbolized by the Mark, the Marks, and any and all registrations and applications for registration, and all rights of action and claims for past infringement.

2. The parties hereto agree that they will execute any necessary and further documents as may be required to effectuate the intent of this Assignment, including any Registrant Name Change Agreement or similar agreement with respect to the assignment of the Domain Name.

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**TRADEMARK**  
**REEL: 003934 FRAME: 0482**

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed by its duly authorized officer as of the date first written above.

Assignor:

Assignee:

**MFM INDUSTRIES, INC.  
INC.**

**CEDAR FRESH PRODUCTS,**

By: Jack L. Halloran  
Name: JACK L. HALLORAN  
Title: Sr. V.P. Sales & Mktg

By: Richard Murbach  
Name: Richard Murbach  
Title: President

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Initials RM 11/11/2008