

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
Strub Brothers Limited		12/22/2008	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	Strubs Food Corp.		
Street Address:	361 Connie Crescent		
City:	Concord		
State/Country:	ONTARIO		
Postal Code:	L4K 5R2		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78193057	STRUB'S THE "COOLER" PICKLE	
Registration Number:	2201504	STRUB'S	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-7178		
Email:	ip@fredlaw.com, dkarau@fredlaw.com		
Correspondent Name:	Dean R. Karau, Fredrikson & Byron, P.A.		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
ATTORNEY DOCKET NUMBER:	STRUB ASSIGNMENT		
NAME OF SUBMITTER:	Dean R. Karau		
Signature:	/Dean R. Karau/		

OP \$65.00 78193057

Date:

02/18/2009

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is dated for reference the 22nd day of December, 2008.

B E T W E E N:

STRUB BROTHERS LIMITED

(the "Assignor")

OF THE FIRST PART

- and -

STRUBS FOOD CORP.

(the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is the registered owner of the trademarks set out in Schedule "A" attached hereto (the "Trademarks") registered in the offices of the United States Patent and Trademark Office ("USPTO").

AND WHEREAS the Assignor wishes to assign absolutely all of its right, title and interest in the Trademarks to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of Ten Dollars (\$10.00) now paid by Assignee to the Assignor and to the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The undersigned Strub Brothers Limited, a corporation incorporated under the laws of Ontario, the full post office address of whose principal place of business is 100 Roy Blvd., Brantford, Ontario N3R 7K2 (the "Assignor"), does hereby grant, assign and convey, absolutely, to and in favour of Strubs Food Corp. a corporation incorporated under the laws of Ontario the full post office address of whose principal office or place of business is 361 Connie Crescent, Concord, Ontario L4K 5R2 (the "Assignee"), all the right, title and interest, including all goodwill arising therefrom, in and to the Trademarks. The Assignee is a successor to the business of the Assignor to which the Trademarks pertain, which business is ongoing and existing.
2. This assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.
3. The Assignee appoints Goldman Sloan Nash & Haber LLP, whose full post office address in Canada is 480 University Avenue, Toronto, Ontario M5G 1V6, as the firm to which any notice in respect of this Assignment or any application or registration may be sent and on which service of any proceedings in respect of the Assignment or any application or registration may be given or served with the same effect as if they had been given to or served on the Assignee, applicant or registrant.
4. The Assignor covenants, represents and warrants to the best of its knowledge, that as at the date hereof:
 - (a) it has good title to the Trademarks and that the Trademarks are being assigned to the

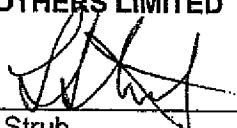
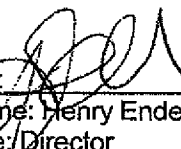
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Assignee free and clear of all hypothecations pledges, charges, mortgages, liens or other encumbrances; and,

- (b) it is the owner of and has the sole and exclusive right to use the Trademarks in Canada for the wares outlined in the Registration and that it has not granted any licences or other rights to use the Trademarks to any other person, firm or corporation.
5. The Assignor covenants and agrees that following the assignment of the Trademark, it will provide such further and other assurances and do and perform such further and other acts as may be required to carry out the intent of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA.

IN WITNESS WHEREOF the Assignor and the Assignee have duly executed this agreement as of the date first above written.

<p>STRUB BROTHERS LIMITED</p> <p>Per:  _____</p> <p>Name: Leo Strub Title: Director I have authority to bind the corporation</p>	<p>STRUBS FOOD CORP.</p> <p>Per:  _____</p> <p>Name: Henry Ender Title: Director I have authority to bind the corporation</p>
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SCHEDULE "A"

Trademark	Registration No.
STRUB's design	2201504
STRUB'S THE COOLER PICKLE & design	Extension of 2201504 (Application Serial No. 78193057)

ASSIGNMENT OF TRADEMARK

BETWEEN:

STRUB BROTHERS LIMITED

(the "Assignor")

- and -

STRUBS FOOD CORP.

(the "Assignee")

Goldman, Sloan, Nash & Haber LLP
480 University Ave.
Suite 1600
Toronto, Ontario
M5G 1V6

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