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
ACH Food Companies, Inc.		10/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ACH Jupiter LLC
Street Address:	7171 Goodlett Farms Parkway
City:	Cordova
State/Country:	TENNESSEE
Postal Code:	38016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	1687994	ALPINE
Registration Number:	0900887	
Registration Number:	0279294	BBS
Registration Number:	1891797	BLENDED DELIGHT
Registration Number:	3168742	BUCKEYE
Registration Number:	0028095	BUCKEYE
Registration Number:	0563479	CAPITAL
Registration Number:	1671909	CAPITAL PUFF PASTRY MARGARINE
Registration Number:	2310748	CARUSO
Registration Number:	3302377	CARUSO
Registration Number:	1841439	CLARITY
Registration Number:	2946153	DRITEX
Registration Number:	1067343	ENRICO CARUSO
Registration Number:	2734992	ENRICO CARUSO

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Registration Number:	2911796	FENIX
Registration Number:	2695944	FIESTA RICA
Registration Number:	2695943	FIESTA RICA
Registration Number:	2999193	FRYMAX
Registration Number:	0654231	FRYMAX
Registration Number:	1746509	FRYMAX CANOLA SUPREME
Registration Number:	2909163	FRYMAX PROFESSIONAL PREP
Registration Number:	3045963	FRYMAX ZT
Registration Number:	1719356	FRY-RATER
Registration Number:	0713934	GLESTER
Registration Number:	0297961	HUMKO
Registration Number:	0510657	HYMAR
Registration Number:	1711952	HY-MELT
Registration Number:	1697237	HYMO
Registration Number:	0695412	HYTEX
Registration Number:	1056195	JAXMOR
Registration Number:	0367645	KERBA
Registration Number:	0532298	KLE-KO
Registration Number:	0733853	LIQUIMIX
Registration Number:	3143381	MAZOLA ZT
Registration Number:	0588467	MELLO-MIX
Registration Number:	0878338	MEL-O-BAKE
Registration Number:	2591361	MRS. TUCKER'S
Registration Number:	0133999	MRS. TUCKERS.
Registration Number:	0537617	
Registration Number:	0710029	
Registration Number:	2615054	
Registration Number:	0902721	NUTEX
Registration Number:	2272313	NUTRI-LIPIDS
Registration Number:	2795767	PREP
Registration Number:	3276419	PREP ZT
Registration Number:	3021941	PRIMEX
Registration Number:	3242512	PRIMEX
Registration Number:	2867788	PROFESSIONAL PREP
Registration Number:	2858821	PROFESSIONAL PREP

Registration Number:	1971471	PARADISE BAKERY & CAFE
Registration Number:	0575572	PS
Registration Number:	0647940	PSM
Registration Number:	1636907	REFINED INTERESTS
Registration Number:	1349782	RICHMIX
Registration Number:	0340658	RICHTEX
Registration Number:	1104872	RICHTEX
Registration Number:	0775080	SHURSET
Registration Number:	1319605	RICHTEX
Registration Number:	0971471	PS
Serial Number:	78487225	PURLITE
Registration Number:	0565381	STERLING
Registration Number:	1869802	SUNLIFE
Registration Number:	1187891	SUNOLA
Registration Number:	0579076	SUPER "G"
Registration Number:	0520637	SUPER FRY
Registration Number:	0308251	SWEETEX
Registration Number:	1246513	TAS-TEE
Registration Number:	1302918	TEMTEX
Registration Number:	0612734	TEM-TEX
Registration Number:	1383553	TRISUN
Registration Number:	1546645	TRISUN
Registration Number:	1668661	ULTRA CAKE
Registration Number:	1250571	VELVET
Registration Number:	2805083	VICTORY
Registration Number:	0752604	VITAL
Registration Number:	0590876	WHIRL
Registration Number:	3024604	WHIRL
Registration Number:	3143379	WHIRL ZT
Registration Number:	1119364	WONDER
Registration Number:	1159338	CORNOLA
Registration Number:	0646189	FLAIR
Registration Number:	2164278	APEX

CORRESPONDENCE DATA

Fax Number: (614)464-1737
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-559-7233
Email: nhudson@fbtlaw.com
Correspondent Name: Nicolette R. Hudson
Address Line 1: 10 W. Broad Street, Suite 2300
Address Line 2: Frost Brown Todd LLC
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Nicolette R. Hudson
Signature:	/nicolette r hudson/
Date:	03/09/2009

Total Attachments: 4
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment ("Agreement") is between ACH JUPITER LLC ("ACH"), a Delaware limited liability company and STRATAS FOODS LLC, a Delaware limited liability company ("Company") and shall be effective as of October 25, 2008 (the "Effective Date").

WHEREAS, ACH and ARCHER-DANIELS-MIDLAND-COMPANY, a Delaware corporation ("ADM") have entered into a Joint Venture Agreement dated October 25, 2008 ("JVA") concerning their rights and obligations as members of the Company;

WHEREAS, the JVA requires ACH to assign certain trademarks and domain names to the Company as further set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

   1.1. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the JVA.

   1.2. "Domain Names" shall mean frymaxzt.com and frytestmanager.com.

   1.3. "Trademarks" shall mean the Trademarks (as defined in the JVA) set forth on Exhibit A hereto.

   1.4. "Territory" shall mean the United States, Canada, and Puerto Rico.

2. Trademark Assignment. ACH hereby grants, assigns, transfers, and conveys to Company, all right, title and interest in and to the Trademarks in the Territory and the goodwill associated therewith. Notwithstanding the foregoing, Company may only use and/or license the Trademarks for use in the Approved Channels.

3. Domain Name Assignment. ACH hereby grants, assigns, transfers, and conveys to Company, all right, title and interest in and to the Domain Names. Notwithstanding the foregoing, Company may only use and/or license the Domain Names for use in the Approved Channels.

4. Further Documentation. Each party shall execute, acknowledge, and deliver to the other party, or shall cause the execution, acknowledgment, and delivery to the other party of such further documents and instruments as either party shall deem necessary to effect the intent and purpose of this Agreement.

5. Indemnification. ACH shall indemnify, defend, and hold harmless Company and its affiliated companies and their agents, officers, directors, and employees from and against any and all losses, actions, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for which they or any of them become liable or may incur or be compelled to pay to the extent arising out of any third party actions or claims brought against Company alleging that any of the Trademarks infringe or misappropriate any third party's intellectual property.

6. Miscellaneous.

6.1. Bankruptcy. The intellectual property licenses in this Agreement are subject to 11 U.S.C. § 365(n) of the U.S. Bankruptcy Code. Prior to filing a petition in bankruptcy, Company shall provide ACH written notice of its intent to file such a petition. In addition, in the event that a petition in bankruptcy is filed against Company, Company shall promptly provide ACH notice that such a petition has been filed.

6.2. Waiver. The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.

6.3. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets or equity interests. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns.

6.4. Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of Delaware, without regard to its conflicts of law principles.

6.5. Notices. All notices required or permitted to be given under this Agreement shall be effective when given in writing, with reference to this Agreement and when (a) delivered personally; (b) sent by confirmed email or facsimile, (c) five days after having been sent by United States mail, registered or certified, return receipt requested, postage prepaid; or (d) two days after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the applicable party's address set forth below or to such other address as may be designated by written notice.

To Company:	Stratas Foods LLC 1610 Century Center Parkway Suite 107 Bartlett, TN 38134
To ACH:	ACH Jupiter LLC 7171 Goodlett Farms Parkway Cordova, TN 38016 Attn: General Counsel

6.6. Entire Agreement. This Agreement and the JVA contain the entire understanding

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of the parties with respect to the subject matter hereof and this Agreement may be amended only by a writing signed by authorized representatives of the parties.

6.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

ACH JUPITER LLC

By: _____

Name: JACK STRATON

Title: AUTHORIZED REPRENTATIVE

STRATAS FOODS LLC

By: _____

Name: STEVEN Paul ZEHR

Title: CFO

CINLibrary 0104283.0558106 1884320v10

EXHIBIT A
TRADEMARKS

CONTRIBUTED REGIONAL BRANDS:

Bake Rite
Cornola
E-Z Flo
Flair
Fryrite
Krisp-rite
Mrs. Tucker
Richtex
Sunola
Temtex
Vital
Wonder

ALL OTHER CONTRIBUTED TRADEMARKS:

Alpine
Apex
Astral
Baker Man
BBS
Blended Delight
Buckeye
Capital
Capital Puff Pastry Margarine
Caplite
Clarity
Cosomar
Cracktex
Dritex
Fenix
Fiesta Rica
Fix
Flav-O-Gold
Flav'r
Frymax
Frymax Canola Supreme
Frymax Professional Prep
Frymax ZT
Fry-Rater
Glester
HB
Hi-Ratio
Humkote
Hydrokote
Hymar
Hy-Melt
HYMO
HYTEX
Icicle
Jaxmor
Kerba
Kle-Ko
Koflay
Laurel
Liquimix
Marietta
Marigold
Marpuff
Mello-mix
Mel-O-Bake
Meva
My-Melt
Newe-Frye
Nutex
Nutri-lipids
PFO
Primex
PS
PSM
Pureco
Purelight
Purelite
Purlite
Refined Interests
Season
Shurset
Soymar
SP
Sterling
Sunlife
Super Bowl
Super Fry
Super G
Tas-Tee
Triex
Trisun
Tri-Sun
Ultra Cake
Velvet
Victory