

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 Jupiter LLC		10/25/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Stratas Foods LLC
Street Address:	1610 Century Center Pkwy, Suite 107
City:	Bartlett
State/Country:	TENNESSEE
Postal Code:	38134
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1687994	ALPINE
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:	1841439	CLARITY
Registration Number:	2946153	DRITEX
Registration Number:	2911796	FENIX
Registration Number:	2695944	FIESTA RICA
Registration Number:	2695943	FIESTA RICA
Registration Number:	2999193	FRYMAX
Registration Number:	0654231	FRYMAX

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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:	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:	0588467	MELLO-MIX
Registration Number:	0878338	MEL-O-BAKE
Registration Number:	2591361	MRS. TUCKER'S
Registration Number:	0133999	MRS. TUCKERS.
Registration Number:	0902721	NUTEX
Registration Number:	2272313	NUTRI-LIPIDS
Registration Number:	3021941	PRIMEX
Registration Number:	3242512	PRIMEX
Registration Number:	0575572	PS
Registration Number:	0647940	PSM
Registration Number:	1636907	REFINED INTERESTS
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:	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:	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: 614-464-1211

Email: nudson@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, Esq.
Signature:	/nicolette r hudson/
Date:	03/20/2009

Total Attachments: 3

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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.

EXECUTION VERSION

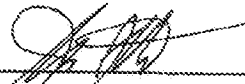
of the parties with respect to the subject matter hereof and this Agreement may be amended only by a writing signed by authorized representatives of the parties.

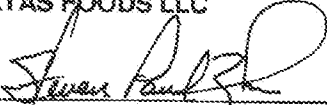
6.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

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

ACH JUPITER LLC

STRATAS FOODS LLC

By: 

By: 

Name: JACK STRATON

Name: STEVEN Paul ZERK

Title: AUTHORIZED REPRESENTATIVE

Title: CFO

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