

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
CONAGRA FOODS RDM, INC.		07/20/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIRAB USA, INC.		
Street Address:	21655 TROLLEY INDUSTRIAL DRIVE		
City:	TAYLOR		
State/Country:	MICHIGAN		
Postal Code:	48180		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2776312		
Registration Number:	1744691		
Registration Number:	3102839	PEMMICAN	
Registration Number:	2730120	PEMMICAN	
Registration Number:	2407232	PEMMICAN	
Registration Number:	2767517	PEMMICAN	
CORRESPONDENCE DATA			
Fax Number:	(602)734-3750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602.262.5311		
Email:	TRADEMARKS@LRLAW.COM		
Correspondent Name:	JENNIFER A. VAN KIRK		
Address Line 1:	40 NORTH CENTRAL AVENUE		
Address Line 2:	SUITE 1900		
Address Line 4:	PHOENIX, ARIZONA 85004		

OP \$165.00 2776312

NAME OF SUBMITTER:	Mark Freundl
Signature:	/Mark Freundl/
Date:	04/22/2009
Total Attachments: 5 source=Pemmican2Mirab-ASSIGNMENT#page1.tif source=Pemmican2Mirab-ASSIGNMENT#page2.tif source=Pemmican2Mirab-ASSIGNMENT#page3.tif source=Pemmican2Mirab-ASSIGNMENT#page4.tif source=schedule c#page1.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 20th day of July, 2008, is made and entered into by and among CONAGRA FOODS RDM, INC., a Delaware corporation ("Assignor"), and MIRAB USA, INC., a Michigan corporation (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Intellectual Property Purchase Agreement (defined below).

WHEREAS, Assignor is the (a) owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents"); (b) owner of each of the copyrights, copyright registrations and copyright applications set forth on Schedule B hereto (the "Copyrights"); (c) owner of each of the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications (including any and all goodwill symbolized by any of the foregoing) set forth on Schedule C hereto (the "Trademarks"); and (d) registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule D hereto and the domain name registrations therefor (the "Domain Names") (the Patents, Copyrights, Trademarks and Domain Names, collectively, the "Purchased Intellectual Property");

WHEREAS, Assignor and Assignee entered into that certain Intellectual Property Purchase Agreement, dated as of July 20, 2008 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Purchased Intellectual Property, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Registrant Name Change Agreement. Within ten (10) days following the Closing, Assignor shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority"); (b) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the

policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

3. Further Assurances. (a) Without limiting Paragraph 2 hereof, Assignor shall, at the written request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Purchased Intellectual Property, including without limitation, in the (i) preparation and prosecution of any application for registration of the Purchased Intellectual Property, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Purchased Intellectual Property, including testifying as to any facts relating to the Purchased Intellectual Property and this Assignment.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Sections 2 or 3 hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

4. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, Commissioner of Trademarks of the United States and any other official of any applicable governmental authority or Internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

CONAGRA FOODS RDM, INC.

By: Colleen Batchelor
Name: Colleen Batchelor
Title: Secretary

State of Nebraska)
County of Douglas) ss

Before me this 21st day of July, 2009 personally appeared to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.








Amy E. Stebbins
Notary Public

MIRAB USA, INC.

By: _____
Name:
Title:

SCHEDULE C
TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>
<p align="center">DESIGN ONLY</p> 	<p align="center">2,776,312</p>
<p align="center">DESIGN ONLY</p> 	<p align="center">1,744,691</p>
<p align="center">PEMMICAN</p>	<p align="center">3,102,839</p>
<p align="center">PEMMICAN & DESIGN</p> 	<p align="center">2,730,120</p>
<p align="center">PEMMICAN & DESIGN</p> 	<p align="center">2,407,232</p>
<p align="center">PEMMICAN & DESIGN</p> 	<p align="center">2,767,517</p>