

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

05/20/2009
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F & F Foods, Inc.		03/18/2008	CORPORATION, ILLINOIS
RECEIVING PARTY DATA			
Name:	John Wheeler		
Street Address:	8 First National Plaza		
Internal Address:	Suite 2300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	INDIVIDUAL: <i>United States</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2717160	FOXES	
CORRESPONDENCE DATA			
Fax Number:	(312)201-2555		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	13122012000		
Email:	pedersen@wildman.com		
Correspondent Name:	Sandra Scavo Pedersen		
Address Line 1:	Wildman, Harold, Allen & Dixon LLP		
Address Line 2:	225 West Wecker Drive, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	FOXES		
NAME OF SUBMITTER:	Sandra Scavo Pedersen		
Signature:	/Sandra Scavo Pedersen/		

05/20/09 2717160

Date:	05/20/2009
Total Attachments: 4	
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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made as of March 18, 2009, between F & F Foods, Inc., an Illinois corporation ("Assignor") and John Wheeler, not individually, but as assignee for the benefit of creditors of F & F Foods, Inc. ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks, and registrations therefor, identified on Exhibit A attached hereto (collectively, "the Marks") which are used in connection with the operation of Assignor's business; and

WHEREAS, Assignor and Assignee entered into a Trust Agreement and General Assignment for the Benefit of Creditors dated as of the 18th day of March, 2009, in accordance with which Assignor desires to assign to Assignee certain assets, including without limitation, the Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks, and the registrations for the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

COVEYANCE OF RIGHTS. Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to each of the Marks, together with the goodwill of the business symbolized by and associated with each of the Marks, and the registrations for the Marks.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of
the day and year first above written.

F & F Foods, Inc.

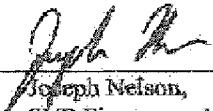
By: 
Joseph Nelson,
SVP Finance and Operations

EXHIBIT A

Mark	Serial No.
AIR SECURE	77/194688
ALL-HERBAL	1,949,738
DAILY C JUICED UP	77/020120
DAILY-C	2,430,636
FOX Design	2,304,353
FOX Design	1,410,815
FOXES	2,717,160
FRESH 'N CLEAN	78/861340
FRUITRIENTS	2,260,023
HAPPY HEALTH CANDIES	2,502,294
INTENSEMINTS	2,370,639
JUCELETS	421962
NATURTHIN	2,339,159
PHARMARIGHT	2,353,548
SB	425169
SEN-SEN	1,192,612
SEN-SEN Stylized	247091
SEN-SEN & Design	84536
SMITH BROS.	2,934,545
SMITH BROS. & Design	0,050,947
SMOKERSGUARD	2,693,606

Mark	Application Number
Two Men's Heads Design	247418
Two Men's Heads in Ovals Design	1,950,350
WARM APPLE PIE	77/414601