

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
Archer-Daniels-Midland Company		10/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1705219	GOLDEN CHEF
Registration Number:	2379750	SUPERB SELECT
Registration Number:	1725984	GOLD 'N FLAVOR
Registration Number:	2404546	GOOD AS GOLD
Registration Number:	2204060	GOLD'N TOUCH
Registration Number:	2379751	POWER-FRY
Registration Number:	2379748	POWER-SUN
Registration Number:	3178384	TOUCH OF GOLD

CORRESPONDENCE DATA

Fax Number: (614)464-1737
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bdowney@fbtlaw.com
 Correspondent Name: Brian J. Downey
 Address Line 1: 10 W. Broad Street, Suite 2300
 Address Line 4: Columbus, OHIO 43215

OP \$215.00 1705219

TRADEMARK

NAME OF SUBMITTER:	Brian J. Downey
Signature:	/Brian J. Downey/
Date:	07/10/2009
Total Attachments: 5 source=Stratasassn#page1.tif source=Stratasassn#page2.tif source=Stratasassn#page3.tif source=Stratasassn#page4.tif source=Stratasassn#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is between ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation ("ADM") and STRATAS FOODS LLC, a Delaware limited liability company ("Company") and shall be effective as of October 25, 2008 (the "Effective Date").

WHEREAS, ADM and ACH Jupiter LLC 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 ADM to assign certain trademarks 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. "Trademarks" shall mean the Trademarks (as defined in the JVA) set forth on Exhibit A hereto.

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

2. Trademark Assignment. ADM 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. 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.

4. Indemnification. ADM 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.

5. Miscellaneous.

5.1. 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 ADM 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 ADM notice that such a petition has been filed.

- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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 ADM: Archer Daniels Midland Company
 4666 Faries Parkway
 Decatur, IL 62526
 Attn: General Counsel

- 5.6. Entire Agreement. This Agreement and the JVA contain the entire understanding 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.
- 5.7. 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.

ARCHER-DANIELS-MIDLAND COMPANY

STRATAS FOODS LLC

By: *Mark N Zerk*

By: _____

Name: *Mark N Zerk*

Name: _____

Title: *VP Global Oilseeds*

Title: _____

PK

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

ARCHER-DANIELS-MIDLAND COMPANY

STRATAS FOODS LLC

By: _____

By: STEVEN Paul ZHR

Name: _____

Name: Steven Paul Zhr

Title: _____

Title: CEO

EXHIBIT A

GOLDEN CHEF
SUPERB SELECT
GOLD N' FLAVOR
TASTEE POUR
TASTEE POP
GOOD AS GOLD
GOLD'N TOUCH
POWER-FRY
POWER SUN
TOUCH OF GOLD