

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moccasin Head Enterprises, LLC		07/10/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Greystone Foods, LLC		
Composed Of:	COMPOSED OF John Reamer		
Street Address:	108 Aquarius Drive		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2848655	TODAY'S HARVEST	
CORRESPONDENCE DATA			
Fax Number:	(205)488-5719		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(205) 226-3403		
Email:	dburkholder@balch.com		
Correspondent Name:	David R. Burkholder		
Address Line 1:	1901 Sixth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	008369-003		
NAME OF SUBMITTER:	David R. Burkholder		
Signature:	/davidburkholder/		

OP \$40.00 2848655

Date:

07/13/2009

Total Attachments: 5

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**JUDGMENT AND LIEN OWNERSHIP TRANSFER AND ASSIGNMENT
AGREEMENT**

THIS AGREEMENT ("Agreement") dated as of the 25th day of June, 2009, is by and between Greystone Foods, LLC ("Greystone"), an Alabama limited liability company based in Birmingham, Alabama and of which Mr. John Reamer is the Managing Member, and Moccasin Head Enterprises, LLC ("Moccasin Head"), a Georgia limited liability company with its principal place of business in Duluth, Georgia and of which Mr. Jake Sanchez is Managing Member.

WHEREAS, Moccasin Head currently has a lien recorded with the United States Patent and Trademark Office ("USPTO") against the federally registered trademark TODAY'S HARVEST (the "Mark") in International Class 029 for packaged frozen vegetables (Reg. No. 2848655), a copy of which is attached hereto as Exhibit A;

WHEREAS, Moccasin Head's lien, which is the result of a judgment against the registered owner of the Mark, Foresite Foods, Inc. ("Foresite"), is in excess of the amount of One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00);

WHEREAS, Moccasin Head has no interest in the Mark other than as a means to satisfy at least a portion of its judgment against Foresite and agrees that the Mark is worth Sixty Six Thousand and NO/100 Dollars (\$66,000);

WHEREAS, Moccasin Head wishes to immediately transfer and assign full and complete ownership of its judgment against Foresite and its lien against the Mark to Greystone in return for payment for the value of the Mark per the terms below;

WHEREAS, Greystone wishes to fully acquire Moccasin Head's judgment against Foresite and lien against the Mark;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Greystone and Moccasin Head agree as follows:

1. Moccasin Head hereby agrees to sell, convey, transfer, assign, deliver and contribute to Greystone all of Moccasin Head's right, title and interest in and to its judgment against Foresite and its lien against the Mark, including any trademark registrations thereof and any goodwill associated therewith. Moccasin Head covenants that it will cooperate fully in, and will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary or desirable for transferring to Greystone all right, title and interest in and to its judgment, lien against the Mark, and the Mark itself, including but not limited to, execution and delivery of this Agreement, and any other documents that may be necessary to transfer and assign all right, title and interest in the Mark to Greystone. Moccasin Head agrees that, if the USPTO requires any further documentation to finalize the transfer and assignment of federal trademark Registration No. 2848655 to Greystone, it will promptly execute all such documentation.

2. Moccasin Head hereby authorizes Greystone to fully utilize the Mark in commerce from the date of this Agreement forward, and hereby releases, acquits and forever discharges Greystone, as well as its agents, employees, servants, officers, directors, members, managers, administrators, insurers, indemnitors, attorneys, subsidiaries, parent corporations, sister or related corporations, and all other persons, firms, corporations, associations or partnerships, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever in connection with the Mark, other than the compensation called for in this Agreement.

3. Moccasin Head hereby releases any interest in its judgment against Foresite and its lien against the Mark in accordance with the terms of this Agreement and agrees that, from the date of this Agreement forward, in any jurisdiction in the world, neither it, nor any of its heirs, agents, officers, assigns, companies, parents, subsidiaries, representatives, partners, or employees will own, use or assert any interest in the judgment against Foresite or the Mark.

4. Moccasin Head hereby represents and warrants that Moccasin Head has not heretofore assigned, licensed or otherwise transferred any interest in its judgment against Foresite, its lien against the Mark, or the Mark itself and that Moccasin Head is fully authorized to enter this Agreement, and it will lawfully convey, transfer, assign, deliver, sell and contribute

to Greystone all right, title and interest in and to its judgment against Foresite, its lien against the Mark, and the Mark itself, free of any lien or right owned by any third party.

5. Moccasin Head hereby represents and warrants that, at the time of sale to Greystone, neither its judgment against Foresite, its lien against the Mark, nor the Mark itself is the subject of proceedings for debt recovery, bankruptcy, infringement, dilution or unfair competition or any other cause of action in any jurisdiction, and that neither Moccasin Head, nor any of its heirs, agents, officers, assigns, companies, parents, subsidiaries, representatives, partners or employees is aware of, or has been accused of, trademark infringement due to its interests in the Mark in any jurisdiction.

6. In accordance with Paragraphs 4 and 5 of this Agreement, Moccasin Head hereby agrees to indemnify Greystone against any claims or actions: a) arising because of any breach of the representations and warranties set forth in Paragraphs 4 and 5; or b) brought against Greystone claiming the judgment or the Mark has been assigned, licensed or otherwise transferred by Moccasin Head, or claiming an interest in the Mark; c) brought by Todd Collins or Foresite Foods and involving the Mark; or d) brought for dilution, infringement, or unfair competition arising prior to the date of this Agreement. This indemnity is limited to the amount Moccasin Head has received from Greystone in accordance with paragraph 7 below, and under no circumstances shall the indemnity obligation in this Paragraph exceed the amount Moccasin Head has received from Greystone pursuant to this Agreement. This limitation on indemnity in no way limits Greystone's ability to bring suit for breach of this contract or the damages which may be awarded for any such breach.

7. Greystone agrees to pay to Moccasin Head, in accordance with the garnishment Moccasin Head has filed in the State Court of Fulton County, Georgia, **thirty-two (32) monthly payments** in the amount of **Two Thousand and NO/100 Dollars (\$2,000.00)**, starting with a payment within ten (10) business days of the final execution of this Agreement for full unencumbered ownership of Moccasin Head's judgment against Foresite and its lien against the Mark, to include any goodwill associated with the Mark. Moccasin Head acknowledges that there is a difference between the total amount of these payments (\$64,000.00) and the total value of the Mark listed above (\$66,000.00), and that this difference goes toward Greystone's costs in

having the Mark transferred to its name in satisfaction of the judgment. Payments shall be made to the Fulton County Court per the garnishment on the same date of each respective month by certified mail throughout the thirty-one (31) month period. At any time, Greystone may, at its election, pay off the entire sum still due in one lump payment.

8. The interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without reference to any of its conflicts of law provisions.

9. Any action brought by either Party for the enforcement, or to seek redress for the breach, of this Agreement must be brought in the courts located within the State of Alabama.

10. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matters hereof. This Agreement may not be modified except by means of a writing signed by both Parties.

11. The Parties represent that they fully understand their right to discuss all aspects of this Agreement with their respective attorneys, that they have availed themselves of that right to the extent desired, and that they have read and fully understand all of the provisions of, and have voluntarily entered into, this Agreement. In addition, the Parties acknowledge that in executing this Agreement, they do not rely and have not relied on any representation or statement not set forth herein made by any other party or by any agent, representative, or attorney of any other party.

12. Each of the undersigned represents that he is duly and validly authorized to execute this Agreement and any addendum hereto.

13. This Agreement may be executed in separate counterparts and shall be fully effective as of the date fully executed copies are exchanged between the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

READ CAREFULLY ABOVE BEFORE SIGNING




Arturo Sanchez, Managing Member
Moccasin Head Enterprises, LLC

Dated: 6-25-09


STATE OF Georgia)
)
Gwinnett COUNTY)

Before me, the undersigned authority, in and for said county and state, personally appeared Arturo Sanchez, who is known to me and who being first duly sworn, deposes and says that, being informed of the contents of this Agreement, he executed the same voluntarily on behalf of Moccasin Head Enterprises, LLC on the day the same bears date.

Given under my hand and official seal, on this the 25th day of JUNE, 2009.


Notary Public

My Commission Expires: 9/26/09
Notary Public, Gwinnett County, Georgia
My Commission Expires September 26, 2009


John Reamer, Managing Member
Greystone Foods, LLC

Dated: 7-10-09

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

Before me, the undersigned authority, in and for said county and state, personally appeared John Reamer, who is known to me and who being first duly sworn, deposes and says that, being informed of the contents of this Agreement, he executed the same voluntarily on behalf Greystone Foods, LLC on the day the same bears date.

Given under my hand and official seal, on this the 10th day of July, 2009.


Notary Public

My Commission Expires: 7-9-2012