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
Native Foods, Inc.		01/14/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Native Foods Holdings LLC	
Street Address:	2756 N. Green Valley Parkway	
Internal Address:	Suite 9097	
City:	Henderson	
State/Country:	NEVADA	
Postal Code:	89014	
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3479319	CALIFORNIA VEGAN
Registration Number:	3530770	EAT PEACE
Registration Number:	3192990	NATIVE FOODS
Registration Number:	3210862	NATIVE FOODS

CORRESPONDENCE DATA

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000

Email: chicago_ip_docket@mwe.com, jmikulina@mwe.com,

kwalsh@mwe.com

Correspondent Name: McDermott Will & Emery LLP
Address Line 1: 227 West Monroe Street

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK
REEL: 004038 FRAME: 0980

\$115.00 34

900140397

ATTORNEY DOCKET NUMBER:	84855-011
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	08/06/2009
Total Attachments: 2 source=native foods assignment#page1.tif source=native foods assignment#page2.tif	

TRADEMARK REEL: 004038 FRAME: 0981

ASSIGNMENT OF U.S. TRADEMARKS

WHEREAS, NATIVE FOODS, INC., a California corporation ("Assignor") is the owner of the trademarks (the "Trademarks") listed in the attached Schedule A; and

WHEREAS, NATIVE FOODS HOLDINGS LLC, a Nevada limited liability company ("Assignee"), desires to acquire the entire right, title and interest in, to and under said

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all right, title and interest in, to and under the Trademarks together with any and all related common law rights and goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignce, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made ("Assignment").

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

Janya Malch Janya Malch

Subscribed and sworn to before me this 14 day of JANUARY, 2008.

When A. Helenius

My Commission Expires: 10-6-2012

SCHEDULE A TRADEMARKS

Mark	Serial No./ Registration No	Status
CALIFORNIA VEGAN	3,479,319	Registered
EAT PEACE	3,530,770	Registered
NATIVE FOODS	3,192,990	Registered
NATIVE FOODS	3,210,862	Registered

CHI99 5145479-2.084855.0011

RECORDED: 08/06/2009

TRADEMARK REEL: 004038 FRAME: 0983