

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Stratas Foods LLC

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ACH Jupiter LLC

Internal

Address: \_\_\_\_\_

Street Address: 7171 Goodlett Farms Parkway

City: Cordova

State: Tennessee

Country: United States Zip: 38016

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Limited Liability Company      Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other To correct Doc. ID No.: 900144528

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,302,918

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

TEMYEX

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Brian J. Downey

Internal Address: Suite 2300

Street Address: 10 West Broad Street

City: Columbus

State: Ohio Zip: 43215

Phone Number: 614.559.7281

Fax Number: 614.464.1737

Email Address: bdowney@bhtlaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 0/a**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

10-6-09

Date

Brian J. Downey

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

USPTO

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## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.110/02/2009  
900144528

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Partial assignment relating to less than all of the goods	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stratas Foods LLC		08/05/2009	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	ACH Jupiter LLC		
Street Address:	7171 Goodlett Farms Parkway		
City:	Cordova		
State/Country:	TENNESSEE		
Postal Code:	38016		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1302918	TEMTEX	
CORRESPONDENCE DATA			
Fax Number:	(614)464-1737		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	bdowney@ftlaw.com		
Correspondent Name:	Brian J. Downey		
Address Line 1:	10 W. Broad Street		
Address Line 2:	Suite 2300		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Brian J. Downey		
Signature:	/Brian J. Downey/		
Date:	10/02/2009		
Total Attachments: 3			

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BRIAN J. DOWNEY COMPANY:10 W. BROAD STREET

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Agreement") is between STRATAS FOODS LLC, a Delaware limited liability company ("Stratas") and ACH JUPITER I.L.C, a Delaware limited liability company ("ACH") and shall be effective as of June 5, 2009 (the "Effective Date").

WHEREAS, Stratas and ACH entered into a Trademark and Domain Name Assignment effective as of October 25, 2008 ("Trademark Assignment") whereby ACH assigned certain trademarks and domain names to Stratas;

WHEREAS, one of the trademarks assigned to Stratas under the Trademark Assignment was the Temtex® trademark for use in the vegetable oils class and the non-dairy creamer class, United States Patent and Trademark Office Registration No. 1,302,918 ("Trademark");

WHEREAS, Stratas is prohibited by the Joint Venture Agreement by and among Stratas, ACH, ACH Food Companies, Inc., Associated British Foods, plc and Archer-Daniels-Midland Company effective as of October 25, 2008 ("JVA"), from conducting the non-dairy creamer business;

WHEREAS, Stratas desires to assign to ACH the Trademark with respect to the non-dairy creamer class only and allow ACH to thereafter divide the goods listed in the Trademark registration into separate registrations;

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. "Field of Use" shall mean the production, marketing, and sale of non-dairy creamer products in the retail food products and industrial foodservice channels.

2. Trademark Assignment. Stratas hereby grants, assigns, transfers, and conveys to ACH at no cost, all right, title and interest in and to the Trademark in the Field of Use and the goodwill associated therewith.

3. Retention of Rights. The parties acknowledge that the rights granted to ACH pursuant to this Agreement relate only to that portion of the Trademark relating to its use in connection with non-dairy creamer products. For the avoidance of doubt, Stratas retains all right, title and interest in and to the Trademark relating to its use in connection with vegetable oil products.

4. Division of Trademark. Stratas hereby consents to the division of the Trademark registration and acknowledges that ACH will, at ACH's expense, file a request to divide with the United States Patent and Trademark Office in order to divide the goods listed in the trademark registration into separate registrations. The request to divide shall list Stratas as owner of the Temtex vegetable oil registration.

5. 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.

6. Miscellaneous.

6.1. 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.

6.2. 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.

BRIAN J. DOWNEY COMPANY: 10 W. BROAD STREET

6.3. 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.

6.4. 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 Stratas: Stratas Foods LLC  
1610 Century Center Parkway  
Suite 107  
Memphis, TN 38134  
Attn: Corporate Counsel

To ACH: ACH Jupiter LLC  
7171 Goodlett Farms Parkway  
Cordova, TN 38016  
Attn: General Counsel

6.5. 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.

6.6. 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.

**(Signatures follow on next page)**

BRIAN J. DOWNEY COMPANY:10 W. BROAD STREET

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

STRATAS FOODS LLC

ACH JUPITER LLC

By: [Signature]

By: [Signature]  
Jeffrey A. Atkins, CFO of ACH Food Companies, Inc., Sole Member of ACH Jupiter

Notary Seal: Gary K. Harmon, President, STRATAS FOODS LLC, LEGAL DEPT

Notary Seal: LEGAL DEPT

NOTARY ACKNOWLEDGEMENTS

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jeffrey A. Atkins with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, acknowledged himself to be the Chief Financial Officer of ACH FOOD COMPANIES, INC., a Delaware corporation, the sole member of ACH JUPITER LLC, the within named assignor, and that he as such officer, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 5<sup>th</sup> day of June, 2009.

[Signature]  
Notary Public

Notary Seal: CAROL F. OAKES, STATE OF TENNESSEE, NOTARY PUBLIC, SHELBY COUNTY

My commission expires: MY COMMISSION EXPIRES: August 22, 2010

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Gary K. Harmon with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, acknowledged himself to be the President of STRATAS FOODS LLC, the within named assignee, a Delaware limited liability company, and that he as such officer, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 5<sup>th</sup> day of June, 2009.

[Signature]  
Notary Public

Notary Seal: CAROL F. OAKES, STATE OF TENNESSEE, NOTARY PUBLIC, SHELBY COUNTY

My commission expires: My Commission Expires: January 30, 2013