

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRESCA MEXICAN FOODS, INC.		07/31/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRESCA MEXICAN FOODS, LLC		
<b>Street Address:</b>	11193 W EMERALD STREET		
<b>City:</b>	BOISE		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83713		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2119264	FRESCA MEXICAN FOODS	
<b>Registration Number:</b>	1998933	FRESCA MEXICAN FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)582-7100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 224-8077		
<b>Email:</b>	kdavison@karrtuttle.com		
<b>Correspondent Name:</b>	Ken Davison Nakasu		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 2900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Andrew Savin, Chief Executive Officer		
<b>Signature:</b>	/Andrew Savin/		
<b>Date:</b>	12/04/2009		
Total Attachments: 4			

OP \$65.00 2119264

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**TRADEMARK  
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "*Assignment*") is made and entered into by and between **Fresca Mexican Foods, Inc.**, an Idaho corporation, with its principal office at 11193 West Emerald Street, Boise, ID 83713 ("*Assignor*"), and **FMF Acquisition LLC**, a Delaware limited liability company, with its principal office at 7326 26th Avenue N.W., Seattle, WA 98117 ("*Assignee*").

**RECITALS**

Pursuant to an Asset Purchase Agreement dated of even date with this Assignment (the "*Purchase Agreement*"), to which Assignor and Assignee are parties, Assignor is to transfer and assign to Assignee all of Assignor's right, title and interest in and to the United States trademark registrations set forth on the attached **Exhibit A**, and the foreign trademark registrations set forth on the attached **Exhibit B**, together with the goodwill of the business associated therewith (collectively, the "*Marks*").

**THEREFORE**, pursuant to the Purchase Agreement, and for the consideration as set forth in the Purchase Agreement, effective as of 12:01 a.m. (Pacific time) on the Closing Date, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications for registration, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

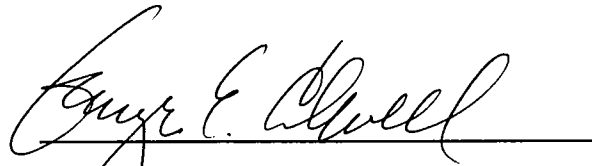
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned in this Assignment; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the

rights assigned in this Assignment, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned in this Assignment that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

**DATED** as of the Closing Date.

**FRESCA MEXICAN FOODS, INC.**



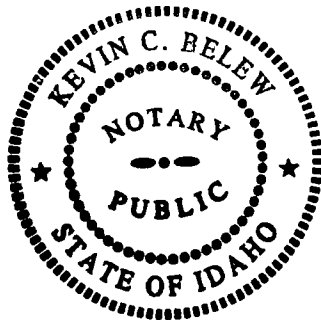
Name: George E. Colwell

Title: President

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

I certify that I know or have satisfactory evidence that George E. Colwell is the person who appeared before me, and said person on oath stated that he/she was authorized to execute this instrument and acknowledged it as the President of FRESCA MEXICAN FOODS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in such instrument.

Given under my hand and official seal this 31<sup>st</sup> day of July, 2007.



Notary Public in and for the State of Idaho  
Name (printed or typed): Kevin Belew  
Residing at: Boise, Id  
My appointment expires: ~~6/27/13~~ 6/27/13

**EXHIBIT A****U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
FRESCA MEXICAN FOODS INT. CL. 30	U.S.	1998933	74434766	9/13/1993	9/10/1996
FRESCA MEXICAN FOODS INT. CL. 40	U.S.	2119264	75149081	8/12/1996	12/9/1997
LA MIRADA INT. CL. 30	U.S.	1477935	73664644	6/4/1987	2/23/1988
LA MIRADA (STYLED) INT. CL. 30	U.S.	1477934	73664643	6/4/1987	2/23/1988

**EXHIBIT B**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>File/App No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
FRESCA MEXICAN FOODS CLASS 040	Canada	TMA677,021	1267362	8/4/2005	11/16/2006
FRESCA MEXICAN FOODS CLASS 30, 40	Japan	4935858	74092/05	8/9/2005	3/10/2006