

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
Reno Technology, Inc. d/b/a Marlen Research		12/30/2009	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Marlen International, Inc.		
Street Address:	9202 Barton Street		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66214		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77108662	SMART BALANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4741		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-902-5665		
Email:	becky.williams@kattenlaw.com		
Correspondent Name:	Becky A. Williams		
Address Line 1:	525 W. Monroe Street, Suite 1900		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Becky A. Williams		
Signature:	/baw/		
Date:	12/31/2009		
Total Attachments: 2			

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**TRADEMARK
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This Assignment is made this 30th day of December, 2009, by Reno Technology, Inc. d/b/a Marlen Research, a Kansas corporation (“Assignor”), having a principal place of business at 9202 Barton Street, Overland Park, Kansas 66214 to Marlen International, Inc. a Delaware corporation (“Assignee”), having a principal place of business at 9202 Barton Street, Overland Park, Kansas 66214.

WHEREAS, Assignor, having a *bona fide* intention to use in its business the trademark identified on Schedule A attached hereto (the “**Trademark**”), has filed with the United States Patent and Trademark Office such application for registration of the Trademark as is identified on Schedule A (the “**Registration Application**”);

WHEREAS, Assignor has transferred to Assignee all of its business to which the Trademark pertains; and

WHEREAS, Assignee, being the successor of all of the business of Assignor to which the Trademark pertains, desires all rights, title and interest in and to the Trademark and the Registration Application, together with any goodwill of the business connected with the use of and symbolized by the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest in and to the Trademark and the Registration Application therefor, together with any goodwill of the business connected with the use of and symbolized by the Trademark and the right to prosecute and recover monetary damages for infringements or other violations of the Trademark.

FURTHER, Assignor agrees to execute and provide, promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee Assignor’s rights in and to the Trademark and the Registration Application therefor.

IN WITNESS WHEREOF the Assignor has executed this instrument.

Dated: December 30, 2009

ASSIGNOR

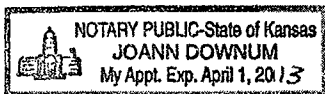
By:

Name: John P. Claxton

Title: Chief Financial Officer

SUBSCRIBED AND SWORN TO
before me this 30th day
of December, 2009.

Joanna Downum
Notary Public



Schedule A

Intent to Use Trademark Registration Application (United States)

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
SMART BALANCE	77/108,662	02/15/2007

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