

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
U.S. Mills, LLC		12/11/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Attune Foods, Inc.		
Street Address:	535 Pacific Avenue, 3rd Floor		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94133		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3668808	EREWHON STRAWBERRY CRISP	
CORRESPONDENCE DATA			
Fax Number:	(415)989-5143		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 781 4400		
Email:	syvia@mbvlaw.com		
Correspondent Name:	Syvia L. Magid, Esq.		
Address Line 1:	855 Front Street		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	94321		
NAME OF SUBMITTER:	Syvia L. Magid		
Signature:	/Syvia L. Magid/		
Date:	01/11/2010		

CH \$40.00 3668808

Total Attachments: 15

source=Excerpts from Asset Purchase Agreement#page1.tif
source=Excerpts from Asset Purchase Agreement#page2.tif
source=Excerpts from Asset Purchase Agreement#page3.tif
source=Excerpts from Asset Purchase Agreement#page4.tif
source=Excerpts from Asset Purchase Agreement#page5.tif
source=Excerpts from Asset Purchase Agreement#page6.tif
source=Excerpts from Asset Purchase Agreement#page7.tif
source=Excerpts From Disclosure Schedule.pdf - Adobe Acrobat Pro#page1.tif
source=Excerpts From Disclosure Schedule.pdf - Adobe Acrobat Pro#page2.tif
source=Excerpts From Disclosure Schedule.pdf - Adobe Acrobat Pro#page3.tif
source=Excerpts From Disclosure Schedule.pdf - Adobe Acrobat Pro#page4.tif
source=Intellectual Property Assignment Agreement#page1.tif
source=Intellectual Property Assignment Agreement#page2.tif
source=Intellectual Property Assignment Agreement#page3.tif
source=Intellectual Property Assignment Agreement#page4.tif

ASSET PURCHASE AGREEMENT

dated as of

December 11, 2009

by and among

U.S. MILLS, LLC,

THE MEMBER OF U.S. MILLS, LLC

and

ATTUNE FOODS, INC.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into as of December 11, 2009, by and among ATTUNE FOODS, INC., a Delaware corporation ("**Buyer**"), and U.S. MILLS, LLC, a Delaware limited liability company ("**Seller**" or the "**Company**"), and the member of Seller set forth on the signature page below ("**Seller Member**").

BACKGROUND

Seller is engaged in the business of selling "Uncle Sam," "Erewhon," "Skinner" and "New Morning" product brands (the "**Brands**"), which are four of the five product brands which Seller sells in connection with its business (the "**Business**").

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to the property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located (including, without limitation, all brands and brand-names), belonging to Seller and relating to the Business as it is currently conducted by Seller as a going concern with respect to the Brands (the "**Brands Business**"), as well as any goodwill associated therewith, free and clear of any liabilities or encumbrances, except those liabilities specifically assumed and encumbrances specifically permitted under the terms of this Agreement (the "**Sale**").

Seller Member holds 100% of the participating preferred units of Seller and will derive substantial benefits from the Sale and wishes to cause the Sale to be consummated.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1. DEFINED TERMS

The following terms used in this Agreement shall have the meanings ascribed to them below.

"**Affiliate**" has the meaning set forth in Section 3.7(a)(ix).

"**Agreement**" has the meaning set forth in the introductory paragraph hereto.

"**Arbitrator**" has the meaning set forth in Section 2.7(a).

"**Assumed Contracts**" means all distribution agreements, manufacturing agreements and other Contracts of the Company relating to the Brands Business, except for those specifically identified as Excluded Assets pursuant to Section 2.2 hereof.

"Indemnified Party" has the meaning set forth in Section 11.4(a).

"Indemnifying Party" has the meaning set forth in Section 11.4(a).

"Indemnity Notice" has the meaning set forth in Section 11.4(a).

"Independent Contractors" has the meaning set forth in Section 3.6.

"Infringement" has the meaning set forth in Section 3.11(a).

"Initial Adjustment Certificate" has the meaning set forth in Section 2.6(c).

"Insurance Agreements" means policies and binders of insurance.

"Intellectual Property" has the meaning set forth in Section 3.11(a), including without limitation, all intellectual property in which the Company has any right, title or interest (including a licensed right) and which is or has been used, exploited or commercialized by the Company in the conduct of the Brands Business, including but not limited to the Company's name, all fictitious business names and trade names, all registered and pending trademarks and service marks, and all trademark and service mark applications, all designs and logos indicating source and slogans and all goodwill related to the foregoing, all issued patents and reissues, divisions, continuations and extensions of such patents, patents pending and applications for patents, patent disclosures docketed, and inventions and discoveries whether patentable or unpatentable, all copyrights in both published and unpublished works of authorship whether or not registered, Internet addresses, content and domain names, recipes, and all know-how, trade secrets, confidential information, customer and supplier lists, software, technical information, data, proprietary formulae and business and marketing plans.

"IP Rights" has the meaning set forth in Section 3.11(a).

"Key Employees" has the meaning set forth in Section 3.7(a)(vii).

"Knowledge" (including any derivation thereof) means (a) with respect to Seller, the actual knowledge of any particular fact or matter by the Company's President, Charles T. Verde, or by Cynthia Davis or Steven Geddes, in each case after reasonable inquiry, and (b) with respect to Buyer, the actual knowledge of any particular fact or matter by Robert Hurlbut, Richard Boland and Eric Lauderbach, in each case after reasonable inquiry.

"Law" means any law (including, without limitation, principles of common law), statute, code, regulation, treaty, permit, license, certificate, judgment, order, writ, decree, award or other decision or requirement of any arbitrator or Governmental Authority.

"Lease" means any lease or rental agreement, license, right to use or installment and conditional sales agreement.

revocation, cancellation or suspension of any such governmental approval, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in, or provide the basis for, any such revocation, cancellation or suspension.

3.11 Intellectual Property

(a) Seller owns or is licensed for, and in any event possesses sufficient and legally enforceable rights with respect to, all Intellectual Property (defined below) that, to Sellers Knowledge is (or is proposed to be) used, exercised, or exploited ("Used") in, or that may be necessary for, the Brands Business as currently conducted in a manner consistent with past practices or as proposed to be conducted ("**Seller Intellectual Property**") without any conflict with or infringement or misappropriation of any rights or property of others ("**Infringement**"). Such ownership, licenses and rights are exclusive (A) except with respect to Inventions (defined below) in the public domain that are not important differentiators of the Brands Business as now conducted in a manner consistent with past practices or as proposed to be conducted and (B) except with respect to standard, generally commercially available, "off-the-shelf" third party products that are not part of any current or proposed product, service or Intellectual Property offering of Seller relating to the Brands Business. No Seller Intellectual Property (excluding Intellectual Property licensed to Seller only on a nonexclusive basis) was conceived or developed directly or indirectly with or pursuant to government funding or a government contract. As used in this Agreement, "**Intellectual Property**" means (i) inventions (whether or not patentable); trade names, trade marks, service marks, logos, domains, URLs, addresses and other designations ("**Marks**"); works of authorship; data; technology, know-how, trade secrets, ideas and information; recipes; designs; formulas; algorithms; processes; schematics; computer software; and all other intellectual and industrial property of any sort ("**Inventions**") and (ii) patent rights; Mark rights; copyrights; mask work rights; sui generis database rights; trade secret rights; moral rights; and all other intellectual and industrial property rights of any sort throughout the world, and all applications, registrations, issuances and the like with respect thereto ("**IP Rights**"). All copyrightable matter within the Seller Intellectual Property has been created by persons who were employees of Seller at the time of creation and no third party has or will have "moral rights" or rights to terminate any assignment or license with respect thereto. Except as set forth in Section 3.11(b) of the Seller Disclosure Schedule, Seller has not received any communication alleging or suggesting that or questioning whether Seller has been or may be engaged in, liable for or contributing to any Infringement, nor does Seller or Seller Member have any reason to expect that any such communication will be forthcoming.

(b) To the extent included in the Seller Intellectual Property, Schedule 3.11(b) of the Seller Disclosure Schedule lists (by name, number, jurisdiction, owner and, where applicable, the name and address of each inventor) all patents and patent applications; all registered and unregistered Marks; and all registered and, if material, unregistered copyrights and mask works, and all other issuances, registrations, applications and the like with respect to those or any other IP Rights. All the foregoing are valid, enforceable and subsisting and have been provided to Buyer (along with all related filings, registrations and correspondence). No cancellation, termination, expiration or abandonment of any of the foregoing (except natural expiration or termination at the end of the full possible term, including extensions and renewals) is anticipated by Seller. Neither Seller nor Seller Member is aware of any questions or

challenges (or any specific basis therefor) with respect to the validity of any of the foregoing issued or registered IP Rights (or any part or claim thereof) or with respect to the patentability of any claim of any of the foregoing patent applications.

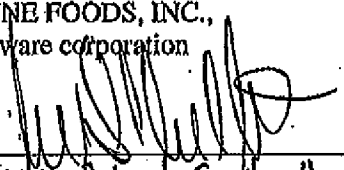
(c) Schedule 3.11(c) of the Seller Disclosure Schedule lists: (i) all licenses, sublicenses and other agreements to which Seller is a party (or by which it or any Seller Intellectual Property is bound or subject) and pursuant to which any Person has been or may be assigned, authorized to Use, granted any lien or encumbrance regarding, or given access to any Seller Intellectual Property other than distribution of standard object code product pursuant to a standard form end-user, object code, internal-use software license and support/maintenance agreements entered into in the ordinary course of the business; (ii) all licenses, sublicenses and other agreements pursuant to which Seller has been or may be assigned or authorized to Use, or has incurred, or may incur, any obligation in connection with, (A) any third party Intellectual Property that may be incorporated or embodied in, or form all or any part of any current or proposed product, service or Intellectual Property offering of Seller or (B) any Seller Intellectual Property and (iii) each agreement pursuant to which Seller has deposited or is required to deposit with an escrow holder or any other Person all or part of the source code (or any algorithm or documentation contained in or relating to any source code) of any Seller Intellectual Property ("Source Materials"). Seller has not entered into any agreement to indemnify, hold harmless or defend any other Person with respect to any assertion of Infringement or warranting the lack thereof.

(d) No event or circumstance has occurred, exists or is contemplated (including, without limitation, authorization, execution or delivery of this Agreement or the consummation of any of the transactions contemplated hereby) that (with or without notice or the lapse of time) could reasonably be expected to result in (i) the breach or violation of any license, sublicense or other agreement required to be listed on Section 3.11(c) of the Seller Disclosure Schedule, (ii) the loss or expiration of any right or option by Seller (or the gain thereof by any third party) under any such license, sublicense or other agreement or (iii) the release, disclosure or delivery to any third party of any part of the Source Materials. Further, Seller makes all the same representations and warranties with respect to each license, sublicense and agreement listed on Section 3.11(c) of the Seller Disclosure Schedule as are made with respect to Material Contracts elsewhere in this Agreement.

(e) There is, to the Knowledge of Seller, no unauthorized Use, disclosure, infringement or misappropriation of any Seller Intellectual Property by any third party, including, without limitation, any employee or former employee of Seller. Seller has not brought or threatened any action, suit or proceeding against any third party for any Infringement of any Seller Intellectual Property or any breach of any license, sublicense or agreement involving Seller Intellectual Property.

(f) Seller is not Using, and it will not be necessary to Use, (i) any Inventions of any of its past or present employees or contractors (or people currently intended to be hired) made prior to or outside the scope of their employment by Seller or (ii) any confidential information or trade secrets of any former employer of any such Person.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement all as of the date first above written.

BUYER:
ATTUNE FOODS, INC., a Delaware corporation
By: 
Name: Robert S. Harbot Title: CEO
SELLER:
U.S. MILLS, LLC, a Delaware limited liability company
By: _____ Name: Title:
SELLER MEMBER:
SIG STRATEGIC INVESTMENTS, LLLP
By: SUSQUEHANNA PRIVATE EQUITY INVESTMENTS, LLC, its authorized agent
By: _____ Name: Title:

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement
all as of the date first above written.

BUYER:
ATTUNE FOODS, INC., a Delaware corporation
By: _____ Name: Title:
SELLER:
U.S. MILLS, LLC, a Delaware limited liability company
By: _____ Name: <i>Scott Feldman</i> Title: <i>Manager</i>
SELLER MEMBER:
SIG STRATEGIC INVESTMENTS, LLLP
By: SUSQUEHANNA PRIVATE EQUITY INVESTMENTS, LLC, its authorized agent
By: _____ Name: <i>Brian P. Sullivan</i> Title: <i>Treasurer</i>

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SELLER'S DISCLOSURE SCHEDULE

Reference is made to the Asset Purchase Agreement, dated as of December 11, 2009 (the "Agreement"), by and between Attune Foods, Inc. ("Buyer") and U.S. Mills, LLC ("Seller"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

The inclusion of any matter, information or item in this Seller's Disclosure Schedule shall not be deemed to constitute an admission of any liability by Seller to any third party or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement. This Seller's Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller, except as and to the extent provided in the Agreement.

Headings inserted on the Sections of this Seller's Disclosure Schedule are for convenience of reference only and shall to no extent have the effect of amending or changing the text of the express description of this Seller's Disclosure Schedule as set forth in the Agreement to which any such Section relates.

Each exception set forth in this Seller's Disclosure Schedule and each other response to the Agreement set forth in Seller's Disclosure Schedule is identified by reference to, or has been grouped under a heading referring to, a specific individual section of the Agreement and shall be deemed to have been disclosed for all purposes of the Agreement in response to every other representation or warranty in the Agreement to which it is reasonably apparent such disclosure is applicable.

3.11 – Intellectual Property

(a)

Seller's Intellectual Property is pledged as collateral under the loan agreement with Boston Private Bank & Trust Company.

(b)

See attached list of Seller's trademarks.

Seller domain names:

<u>Domain Name</u>	<u>Expiration Date</u>
erewhoncereal.com	3/27/2012
newmorningcereal.com	3/27/2012
newmorningcrackers.com	3/27/2012
unclesamcerealbars.com	8/31/2012
unclesamcereal.com	3/27/2012
erewhonglutenfree.com	10/24/2010
unclesamcerealinfo.com	10/24/2010
usmillsllc.com	3/15/2012

(c)

Trademark License Agreement, dated October 14, 1983, between Hershey Foods Corporation and U.S. Mills, Inc., as amended by the Letter, dated September 21, 2000 from New World Pasta Company to U.S. Mills, Inc.

The Company owns the EREWHON mark for retail store services. There is a license agreement with DeSilva Produce, Inc. for use of the mark for a retail store in Los Angeles. DeSilva Produce pays a royalty of 0.1% of gross sales of the store.

New World Pasta Company may be entitled to a right-of-first-refusal under its license of the Skinner's mark. Buyer must agree to be bound by such license agreement.

See Section 3.7(a)(v) of Seller's Disclosure Schedule.

(d-e)

FRUITFUL O'S was published for opposition for cereal. The applicant is Small Planet Foods (General Mills). It was published December 1, 2009. Seller has until January 1, 2010 to file an extension request for time to oppose. Seller would then have 120 days from December 1 to decide whether to oppose.

In February 2009, Seller was contacted by counsel for New Morning Country Store, LLC, a natural food store in Connecticut, because their application for NEW MORNING for retail store services was refused registration by the U.S. Trademark Office based on

U.S. MILLS LLC TRADEMARK STATUS LIST

MARK	COUNTRY	APL NO.	FILING DATE	REG. NO.	ISSUANCE DATE	NEXT RENEWAL DATE
EREWON	Canada	360036	02-Jan-1975	TMA196171	14-Dec-1973	14-Dec-2018
EREWON	European Community	1652502	11-May-2000	1652502	12-Sep-2001	11-May-2010
EREWON	United States of America	72/429054	03-Jul-1972	969721	02-Oct-1973	02-Oct-2013
EREWON	United States of America	78/911342	19-Jan-2006	3229842	17-Apr-2007	17-Apr-2017
EREWON	United States of America	73/481103	21-May-1984	1333486	30-Apr-1985	30-Apr-2015
EREWON	Canada	574750	15-Dec-1986	TMA342655	15-Jul-1988	15-Jul-2018
EREWON	United States of America	73/601664	02-Jun-1986	1421349	16-Dec-1986	16-Dec-2016
EREWON	Canada	645809	28-Nov-1989	TMA378194	11-Jan-1991	11-Jan-2021
EREWON	United States of America	73/744842	08-Aug-1988	1536604	25-Apr-1989	25-Apr-2019
EREWON	United States of America	74/059234	15-May-1990	1665522	19-Nov-1991	19-Nov-2011
EREWON	United States of America	74/343426	01-Mar-1991	1701981	21-Jul-1992	21-Jul-2012
EREWON	United States of America	74/150034	22-Mar-1991	1688526	24-Mar-1992	24-Mar-2012
EREWON	United States of America	74/150127	22-Mar-1991	1694682	16-Jun-1992	16-Jun-2012
EREWON	European Community	357319	13-Sep-1996	357319	15-Oct-1998	13-Sep-2016
EREWON	United States of America	74/178340	21-Jun-1991	1729653	03-Nov-1992	03-Nov-2012
EREWON	United States of America	74/243496	05-Feb-1992	1756201	02-Mar-1993	02-Mar-2013
EREWON	Canada	759916	21-Jul-1994	TMA444812	30-Jun-1995	30-Jun-2010
EREWON	Mexico	206490	26-Jul-1994	545881	08-Apr-1997	26-Jul-2014
EREWON	Saudi Arabia	26318	31-Aug-1994	385/69	07-Oct-1996	18-Jan-2014
EREWON	United States of America	74/488212	08-Feb-1994	1878790	14-Feb-1995	14-Feb-2015
EREWON	Canada	812798	15-May-1996	TMA479120	29-Jul-1997	29-Jul-2012
EREWON	United States of America	74/660270	07-Apr-1995	2088382	19-Nov-1996	19-Nov-2016
EREWON	Canada	861984	18-Nov-1997	TMA500478	11-Sep-1998	11-Sep-2013
EREWON	United States of America	75/276894	17-Apr-1997	2219627	19-Jan-1999	19-Jan-2019
EREWON	Canada	1001601	08-Jan-1999	TMA531177	15-Aug-2000	15-Aug-2015
EREWON	United States of America	76/061269	01-Jun-2000	2694473	11-Mar-2003	11-Mar-2013
EREWON	United States of America	73/480149	14-May-1984	1427655	03-Feb-1987	03-Feb-2017
EREWON	United States of America	73/610622	21-Jul-1986	1459416	29-Sep-1987	29-Sep-2017
EREWON	Canada	1364469	20-Sep-2007			
EREWON	European Community	2791465	30-Jul-2002	2791465	20-Oct-2003	30-Jul-2012
EREWON	United States of America	73/656158	20-Apr-1987	1470855	29-Dec-1987	29-Dec-2017
EREWON	United States of America	77/122976	06-Mar-2007	3316957	23-Oct-2007	23-Oct-2017

Erewhon

TRADEMARK

REEL: 004129 FRAME: 0051

U.S. MILLS LLC TRADEMARK STATUS LIST

MARK	COUNTRY	APL. NO.	FILING DATE	REG. NO.	ISSUANCE DATE	NEXT RENEWAL DATE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
GRAHAM-WICHES	United States of America	78/237402	14-Apr-2003	2849801	01-Jun-2004	01-Jun-2014
EREWHON	Canada	1186195	31-Jul-2003	TMA632884	16-Feb-2005	16-Feb-2020
UNCLE SAM	United States of America	78/394083	31-Mar-2004	2999725	20-Sep-2005	20-Sep-2015
NUTS PLUS	United States of America	77/597707	22-Oct-2008			
EREWHON MORNING MIXINS	United States of America	77/626171	04-Dec-2008			
EREWHON STRAWBERRY CRISP	United States of America	77/626178	04-Dec-2008	3668808	18-Aug-2009	18-Aug-2019
NICE N'NUFFY	United States of America	77/661035	02-Feb-2009			

U.S. MILLS, LLC/ATTUNE FOODS, INC.
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment Agreement") is made and entered into as of December 11, 2009, by and between U.S. MILLS, LLC, a Delaware limited liability company ("Assignor" or "USM"), and ATTUNE FOODS, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor possesses rights with respect to the Seller Intellectual Property,

B. Assignor and Assignee are parties to the Asset Purchase Agreement, dated as of December 11, 2009, by and among Assignor, Assignee and SIG Strategic Investments, LLLP (the "Purchase Agreement") pursuant to which Assignee desires to purchase and Assignor desires to sell the Purchased Assets used in connection with the operation of the Brands Business.

C. Section 8.2(a)(x) of the Purchase Agreement contemplates that, pursuant to an IP Assignment Agreement, Assignor shall assign to Assignee, and Assignee shall accept from Assignor, the Seller Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I
GENERAL

Section 1.01. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Section 1.02. Interpretation. The headings of Sections and Articles in this IP Assignment Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section," "Sections," "Article" and "Articles" refer to the corresponding Section, Sections, Article or Articles of this IP Assignment Agreement. All words used in this IP Assignment Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. Unless otherwise defined herein, capitalized terms used in this IP Assignment Agreement have the meanings ascribed to such terms in the Purchase Agreement.

ARTICLE II
ASSIGNMENT

Section 2.01 Assignment. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, assigns, grants,

transfers, conveys, and sets over to Assignee and its successors, assigns, and nominees absolutely and forever all Assignor's entire right, title and interest worldwide in:

- (a) The Seller Intellectual Property, including but not limited to:
 - (i) Marks;
 - (ii) Inventions; and
 - (iii) IP Rights.

all of the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Section 2.02 Recordal of the Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Authority in each applicable country or jurisdiction to record Assignee as the assignee and owner of the IP Rights, as applicable, and hereby consents to such recordal. Assignor also agrees at the reasonable request of Assignee, to furnish such further information, execute and deliver further instruments of transfer and assignment and to take such other action as Assignee may reasonably request for the purpose of carrying out the intent of this IP Assignment Agreement.

ARTICLE III **MISCELLANEOUS**

Section 3.01 Governing Law; Venue. This IP Assignment Agreement will be governed by the laws of the State of Delaware, without regard to conflicts of laws principles. All disputes and controversies arising out of or in connection with this IP Assignment Agreement shall be resolved exclusively by the federal courts located in the State of Delaware, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.

Section 3.02 Severability. If any provision of this IP Assignment Agreement is held invalid or unenforceable by any court of competent jurisdiction, the court shall first modify such provision or part of such provision so as to make it enforceable to the maximum extent permitted by law, consistent with the parties' intent. Only if the court cannot so modify such provision, shall such invalid or unenforceable provision be severed and stricken from this IP Assignment Agreement and such invalidity or unenforceability shall in no way render invalid or unenforceable any other part of such provision or any separate provision not declared invalid or unenforceable; and this IP Assignment Agreement shall in such case be construed as if the invalid or unenforceable provision were omitted.

Section 3.03 Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

ASSIGNOR:

U.S. MILLS, LLC,
a Delaware limited liability company

By:  _____

Name: Scott Feldman

Title: Manager

ASSIGNEE:

ATTUNE FOODS, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

ASSIGNOR:

U.S. MILLS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

ATTUNE FOODS, INC.
a Delaware corporation

By:  _____

Name: Robert S Herdout

Title: CEO