

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
Trudeau Distributing		07/16/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Trudeau Foods, LLC		
Street Address:	25 West Cliff Road		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3019063	RUDOLPHS BAR B QUE	
Registration Number:	2908076	COMPLETE RECIPE	
Registration Number:	1427709	DOOR COUNTY	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-368-4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	Christina L. Martini		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	367506-1		
NAME OF SUBMITTER:	Christina L. Martini		

CH \$90.00 3019063

900157254

**TRADEMARK
 REEL: 004168 FRAME: 0617**

Signature:	/CL Martini/
Date:	03/17/2010
Total Attachments: 6 source=Trudeau Assignment#page1.tif source=Trudeau Assignment#page2.tif source=Trudeau Assignment#page3.tif source=Trudeau Assignment#page4.tif source=Trudeau Assignment#page5.tif source=Trudeau Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is effective as of July 16, 2007 (the "Effective Date"), by and among TRUDEAU DISTRIBUTING COMPANY., a Minnesota corporation, ("Assignor"), and TRUDEAU FOODS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated concurrently herewith among Assignor, Stuart Bell, an individual and sole shareholder of Assignor, Trudeau Holdings, LLC, and Assignee (the "Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Purchased Intellectual Property;

WHEREAS, Assignor is the owner of all right, title and interest in and to the Owned Intellectual Property, including, but not limited to, the Owned Intellectual Property listed in Schedule A and Schedule B; and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will control.

2. Assignor hereby assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns or other legal representatives, all of its right, title and interest in and to the Owned Intellectual Property, including:

- a. its Owned Intellectual Property consisting of trademarks, trade names, trade dress, and logos (the "Owned Marks") as well as all applications and registrations therefor, including those listed in Schedule A, together with the goodwill of the business in connection with which the Owned Marks are used, and including the subject matter of all claims which may be obtained therefrom, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Owned Marks, with the right to sue for, and collect the same;
- b. its copyrights and copyrightable works, including those listed in Schedule A;
- c. its patent rights, including inventions and applications embodying the same, and all continuation, divisional, and continuation-in-part applications claiming priority thereto, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions of the foregoing, and all applications for patents, utility models, inventors' certificates, and designs, or other industrial property protection, which may hereafter be filed with respect to said invention in any country or countries other than the United States, along with

the right to file such applications and the right to claim priority to any corresponding application under any international or other applicable law, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto; and

- d. its domain name registrations, including those listed in Schedule B.

Notwithstanding the foregoing or anything else to the contrary stated in this Agreement, the Assignor is not assigning, transferring, granting, conveying or delivering to the Assignee, or its successors, assigns or other legal representatives, and this Agreement shall not apply to, any of the Retained Assets.

3. Assignee is to hold all right, title and interest in and to the Owned Intellectual Property as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Owned Intellectual Property, including in any claim, action, arbitration, suit, inquiry or proceeding.

4. Assignor hereby further covenants and agrees that it will, without additional consideration (but at the expense of the Assignee), take such further actions, make all rightful oaths and execute promptly such further documents, including for any continuing, reissue, or foreign application, all as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Owned Intellectual Property in Assignee or its successors, legal representatives, and assigns in all countries.

5. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Owned Intellectual Property, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives. Assignor agrees that it shall complete and submit the relevant documentation and paperwork with the appropriate domain name registrar in order to effectuate this assignment with respect to its domain names.

6. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof).

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

TRUDEAU DISTRIBUTING COMPANY

By: Stuart P. Bell
Name: Stuart Bell
Title: President

TRUDEAU FOODS, LLC

By: Trudeau Holdings, LLC, its sole member

By: _____
Name: Gregory Purcell
Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

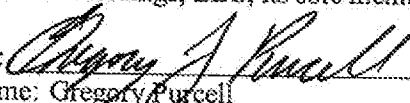
IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

TRUDEAU DISTRIBUTING COMPANY

By: _____
Name: Stuart Bell
Title: President

TRUDEAU FOODS, LLC

By: Trudeau Holdings, LLC, its sole member

By:  _____
Name: Gregory Purcell
Title: Manager

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT}

EXECUTION VERSION

SCHEDULE A

Trademark Registrations and Applications

Mark
RUDOLPH'S BAR B QUE
COMPLETE RECIPE
DOOR COUNTY

App/Reg No.
U.S. Reg. No. 3,019,063
U.S. Reg. No. 2,908,076
U.S. Reg. No. 1,427,709

CHI:1934091.4

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EXECUTION VERSION

SCHEDULE B

Domain Name Registrations

TRUDEAUDISTRIBUTING.COM

CHE:1934091.4