

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):

Helen's Foods, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 25, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Food Collective, Inc.

Internal _____

Address: _____

Street Address: 1882 McGaw Ave., Suite A

City: Irvine

State: California

Country: US Zip: 92614

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

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)

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

A. Trademark Application No. (s)

77/482,996

B. Trademark Registration No. (s)

3,200,507

Additional sheet(s) attached? Yes No

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

GARDENSTEAK; HELEN'S KITCHEN SIMPLE HEALTH & Logo

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

Name: Jennifer H. Hamilton

Internal Address: _____

Street Address: The Eclipse Group LLP

10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: (818) 488-8141

Fax Number: (818) 332-4205

Email Address: jhh@eclipsegrp.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-2542

Authorized User Name Connie P. Limperis

9. Signature:

Connie P. Limperis
Signature

3/26/2010
Date

Connie P. Limperis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 3

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 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$40.00 77482996

The Eclipse Group Docket No. FCI10GEN001

CONFIRMATORY ASSIGNMENT AGREEMENT

This Confirmatory Assignment Agreement ("Confirmatory Assignment Agreement") shall be effective as of March 25, 2010 ("Effective Date") by and between Helen's Foods, Inc., a California corporation, having offices at 1882 McGaw Ave., Suite A, Irvine, California, 92614 ("Helen's Foods") and The Food Collective, Inc., a California corporation, having offices at 1882 McGaw Ave., Suite A, Irvine, California, 92614 ("Food Collective"). Helen's Foods and Food Collective may each be referred to as a "Party" or collectively as the "Parties" in this Agreement.

WHEREAS, Helen's Foods owned U.S. Trademark Registration No. 3,200,507 for the mark HELEN'S KITCHEN SIMPLE HEALTH & Logo and U.S. Trademark Application Serial No. 77/482,996 for the mark GARDENSTEAK (collectively, the "Marks");

WHEREAS, the Parties entered into a certain Asset Purchase Agreement dated October 16, 2009 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Helen's Foods irrevocably transferred and assigned to Food Collective all of its right, title and interest, in, to and under the Marks;

NOW, THEREFORE, for purposes of recordation before the USPTO, Helen's Foods hereby acknowledges its assignment, transfer and conveyance to Food Collective of all right, title and interest in and to the Marks, together with the goodwill connected with the use of and symbolized by the Mark, and all claims for damages by reason of past infringement or unauthorized use of the Mark together with the right to sue for and collect damages for such prior infringing or unauthorized uses of the Mark.

HELEN'S FOODS, INC.

By: 

Stephen Moore
President