

**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>
Northland Frozen Foods, Inc.		12/12/2005	CORPORATION: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dickinson Frozen Foods, Inc.		
<b>Street Address:</b>	533 E. Riverside Drive, Suite 210		
<b>City:</b>	Eagle		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83616		
<b>Entity Type:</b>	CORPORATION: IDAHO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2859708	SUN SUPREME	
Registration Number:	2862328	SUN SUPREME	
Registration Number:	2894678		
Registration Number:	2862329		
Serial Number:	76558536	SPEEDY SPUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206.359.8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Grace Han Stanton		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4800		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101-3099		
<b>ATTORNEY DOCKET NUMBER:</b>	43126.4000.0000.GX56		

CH \$140.00 2859708

NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	04/21/2010
<p><b>Total Attachments: 9</b> source=Asset Purchase Agreement-2005#page1.tif source=Asset Purchase Agreement-2005#page2.tif source=Asset Purchase Agreement-2005#page3.tif source=Asset Purchase Agreement-2005#page4.tif source=Schedule 6.20a#page 1.tif source=Schedule 6.20a#page2.tif source=Schedule 6.20a#page3.tif source=Exhibit E#page1.tif source=Exhibit E#page2.tif</p>	

**ASSET PURCHASE AGREEMENT**

**Dated as of December 12, 2005**

**Between**

**DICKINSON FROZEN FOODS, INC.,  
"Buyer"**

**AND**

**NORTHLAND FROZEN FOODS, INC.  
"Seller"**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 12, 2005, is made by and among Dickinson Frozen Foods, Inc., an Idaho corporation ("Buyer") and Northland Frozen Foods, Inc., a Maine corporation ("Company" or the "Seller").

WHEREAS, Seller, among other things, is engaged in the business of processing, distributing and supplying select, gourmet-cut, new red, roasted, baked and frozen potatoes and other vegetable products (collectively, the "Purchased Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets and the business of Seller with respect to the Purchased Business, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Buyer and Seller hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1. **Definitions.** In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, restated, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

**"Accounts Receivable"** means any trade account or note receivable of Company arising from the sale of goods or services, but shall not include any such account or note receivable from any Affiliate of Company.

**"Accruals"** means all operating costs, trade payables and other obligations (such as rebates) incurred in the ordinary course of business but which have not been invoiced to Company or otherwise included in Company's Payables, which are required to be accrued and reflected as a liability on a balance sheet as of the measuring date, in accordance with GAAP (including without limitation Seller's obligations for vacation and Short-Term Disability).

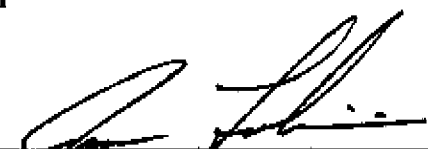
**"Actual Working Capital"** means the amount of the Working Capital as of the Closing Date as finally determined pursuant to Section 3.3 hereof.

**"Affiliate"** means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person; *provided* that the Lenders shall not be deemed Affiliates of the Company for any purpose.

**"Allocation Schedule"** has the meaning specified in Section 3.5(a).

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**DICKINSON FROZEN FOODS, INC., as  
Buyer**

By:   
Jon Fabricius, President

**NORTHLAND FROZEN FOODS, INC., as  
Seller**

By:   
Linda Pennington, President and CEO

SCHEDULE 6.20(a)  
PATENTS, TRADEMARKS, COPYRIGHTS, ETC.

**Trademarks (U.S. unless otherwise indicated)**

<u>Trademark</u>	<u>Registration Number (Serial Number)</u>	<u>Registration Date</u>	<u>Next Action</u>	<u>Owner</u>
NORSUN MAKES THE MEAL, Class 40	2484881	9/04/01	Statement of Cont. Use 9/04/06	NorSun Food Group, Inc.
NORSUN, Class 29	2473519	8/31/01	Statement of Cont. Use 8/31/06	NorSun Food Group, Inc.
LITTLE PEOPLE POTATOES, Class 29	2831590 (76502602)	4/13/04	Statement of Cont. Use 4/13/10	NorSun Food Group, Inc.
NORSUN SUNBURST' DESIGN, Class 29	2842569 (76502603)	5/18/04	Statement of Cont. Use 5/18/10	NorSun Food Group, Inc.
SUN SUPREME, Class 30	2862328 (76525692)	7/13/04	Statement of Cont. Use 7/13/09	Northland Frozen Foods, Inc.
SUN SUPREME, Class 29	2859708 (76525694)	7/06/04	Statement of Cont. Use 7/6/09	Northland Frozen Foods, Inc.
SUN SUPREME DESIGN, Class 29	2894678 (76525691)	10/19/04	Statement of C Cont. Use 10/19/10	Northland Frozen Foods, Inc.
SUN SUPREME DESIGN, Class 30	2862329 (76525693)	7/13/04	Statement of Cont. Use 7/13/09	Northland Frozen Foods, Inc.
SUN SUPREME, Class 31	Idaho Reg. No. 12866			Sun-Glo of * Idaho, Inc.
SPEEDY SUD, Class 29	(76558536)	Filed 11/10/03	Pending	Northland Frozen Foods, Inc.

\*Transferred to Company but record owner has not been updated.

## Copyright Registrations for NorSun

Registration Number: VA-1-185-167

Title: Speedy Spud

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 2001

Published: 1/1/03

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

Registration Number: VA-1-185-168

Title: Little Peoples Potatoes

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 2001

Published: 11/1/03

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

Registration Number: VA-1-185-169

Title: Mr. Roast

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 1998

Published: 11/15/98

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

Special Codes: 5/S

Registration Number: VA-1-185-170

Title: Mr. Gold

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 1998

Published: 11/15/98

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

Registration Number: VA-1-185-171

Title: Mr. Red

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 1998

Published: 11/15/98

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

Registration Number: VA-1-185-171



Title: Mr. Bake

Description: Art reproduction

Claimant: [Author & claimant] NorSun Food Group, Inc.

Created: 1998

Published: 11/15/98

Registered: 2/28/03

Misc: Rights & permission info on original application in C.O.

See Schedule 6.20(c) for licenses to use "Grown in Idaho" trademarks.

**Exhibit E: Form of Assignment of Intellectual Property**

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into as of December 12, 2005 (this "*Assignment*"), by NORTHLAND FROZEN FOODS, INC., a Maine corporation, ("*Seller*"), in favor of DICKINSON FROZEN FOODS, INC., an Idaho corporation (the "*Buyer*"). All capitalized terms used herein and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement (defined below).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of even date herewith (the "*Asset Purchase Agreement*"), by and between Seller and Buyer, in each instance free and clear of any and all Encumbrances other than Permitted Encumbrances, any and all of the Seller's right, title and interest in and to, the following (collectively, the "*Intellectual Property*"):

1. All copyrights, patents and trademarks listed and described on Schedule 6.20(a) of the Asset Purchase Agreement, as attached hereto as Exhibit A; and
2. All rights, claims, credits, judgments, remedies, choses in action, rights under express or implied warranties from suppliers, causes of action, rights of recovery, interests in or claims, rebates, refunds or payments from or against vendors, rights of set-off, or rights to sue for past, present or future infringement against third parties to the extent arising out of, relating to or in respect of the foregoing.

Seller hereby covenants and agrees, to the extent legally permissible and consistent with the provisions of the Asset Purchase Agreement, that it will execute and deliver such documents reasonably requested by Buyer as may be necessary to evidence and effect the sale, assignment, transfer and conveyance of the Intellectual Property to Buyer.

This Assignment is given pursuant to the terms and conditions of the Asset Purchase Agreement, and is intended to convey fully the rights and interests required thereby to be conveyed with respect to the Intellectual Property being assigned to Buyer hereunder. THE INTELLECTUAL PROPERTY THAT IS BEING ASSIGNED, TRANSFERRED, AND CONVEYED TO BUYER HEREUNDER IS BEING ASSIGNED, TRANSFERRED, AND CONVEYED SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THE ASSET PURCHASE AGREEMENT WHICH SURVIVE CLOSING TO THE EXTENT SET FORTH IN, AND SUBJECT TO THE LIMITATIONS OF, THE ASSET PURCHASE AGREEMENT.

In the event of a conflict or ambiguity between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control. The dispute resolution provisions of the Asset Purchase Agreement shall govern any dispute between Seller and Buyer relating to, or arising from, this Assignment.

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ASSIGNMENT OF INTELLECTUAL PROPERTIES

LAI 721248