

**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>
Oral Fixation, LLC		04/05/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seattle Gourmet Foods, Inc.		
<b>Street Address:</b>	19016 72nd Avenue South		
<b>City:</b>	Kent		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98032		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2900858	GET YOUR FIX	
Registration Number:	2950061		
Registration Number:	2900857	7 DEADLY CINNAMON	
Serial Number:	77522805	ORGANIC FIXATION	
Registration Number:	2909283	SUGAR FREE TIBET	
Registration Number:	3041302	ORAL FIXATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)757-7025		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 757-8025		
<b>Email:</b>	davedeits@dwt.com		
<b>Correspondent Name:</b>	David H. Deits		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 2200		
<b>Address Line 2:</b>	Davis Wright Tremaine LLP		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101-3045		

**CH \$165.00 2900858**

ATTORNEY DOCKET NUMBER:	35325-33
NAME OF SUBMITTER:	David H. Deits
Signature:	/DHD/
Date:	04/21/2010
Total Attachments: 7 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Trademark Assignment**”) is executed and delivered as of the 8<sup>th</sup> day of March 2010, by ORAL FIXATION L.L.C., a New Jersey limited liability company whose address is 53A Railroad Place, Hopewell, NJ 08525 (“**Oral Fixation**”), HENRY MOYNAHAN RICH, an individual and United States citizen whose address is 53A Railroad Place, Hopewell, NJ 08525 (“**Rich**”) and JEREMY HUREVITZ KAHN, an individual and United States citizen whose address is 288 Lexington Avenue, Apt. 8A, New York, NY 10016 (“**Kahn**”, and together with Oral Fixation and Rich, the “**Assignor**”), in favor of SEATTLE GOURMET FOODS, INC., a Washington corporation whose address is 19016 72<sup>nd</sup> Avenue South, Kent, WA 98032 (“**Assignee**”), pursuant to that certain Asset Purchase Closing Agreement, dated as of March 3, 2010 (the “**Purchase Agreement**”), between Oral Fixation, Rich, and Assignee. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of all Intellectual Property owned, used or held for use in connection with the operation of the Business, including without limitation, the trademarks and, as applicable, the corresponding registrations and applications therefor listed on Schedule 1 which is attached hereto and incorporated by this reference (collectively, the “**Trademarks**”);

WHEREAS, Assignee wishes to acquire the Intellectual Property and Trademarks;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer, and Assignee has agreed to accept, all Intellectual Property owned by Assignor in connection with the Business, including without limitation, the Trademarks;

WHEREAS, the purpose of this document is to confirm, complete and memorialize such transfer of the Intellectual Property and Trademarks from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to all Intellectual Property owned, used or held for use in connection with the operation of the Business, including without limitation, the Trademarks and any other registrations or applications therefor in the United States or any foreign jurisdiction, together with the goodwill associated therewith, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action in law or in equity for past, present or future infringement of said trademarks and the corresponding registrations and applications, and to all rights corresponding to the foregoing throughout the world, free and clear of all Liens, with all such Liens attaching to the sale proceeds.

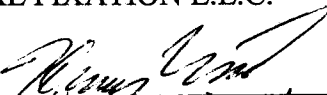
Assignor shall execute and deliver to Assignee such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in Assignee title to the Intellectual Property and Trademarks, to secure and preserve Assignee’s

rights hereunder, or to enforce, defend or confirm Assignee's right to exploit those rights, and to comply with the purposes and intent of this Trademark Assignment.

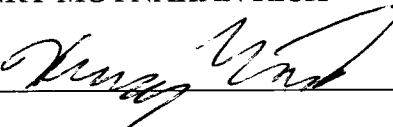
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above.

**ASSIGNOR:**

ORAL FIXATION L.L.C.

By:   
Name: Henry Rich  
Title: President

HENRY MOYNAHAN RICH

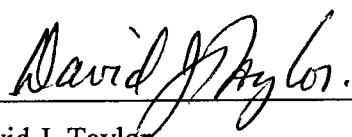
By: 

JEREMY HUREVITZ KAHN

By: \_\_\_\_\_

Accepted and acknowledged by  
**ASSIGNEE:**

SEATTLE GOURMET FOODS, INC.

By:   
Name: David J. Taylor  
Its: President

rights hereunder, or to enforce, defend or confirm Assignee's right to exploit those rights, and to comply with the purposes and intent of this Trademark Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above.

**ASSIGNOR:**

ORAL FIXATION L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HENRY MOYNAHAN RICH

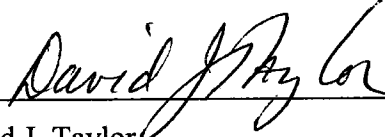
By: \_\_\_\_\_

JEREMY HUREVITZ KAHN

By:  \_\_\_\_\_

Accepted and acknowledged by  
**ASSIGNEE:**

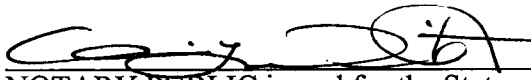
SEATTLE GOURMET FOODS, INC.

By:  \_\_\_\_\_  
Name: David J. Taylor  
Its: President

STATE OF ND )  
 ) ss.  
COUNTY OF Hunterdon )

On this 5 day of April, 2010, before me, a Notary Public in and for said State, personally appeared **HENRY MOYNAHAN RICH**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Oral Fixation, L.L.C. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
NOTARY PUBLIC in and for the State of ND, residing at Doylestown PA  
My appointment expires \_\_\_\_\_  
Print Name CARRIEL WINCHESTER  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUN

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for said State, personally appeared **HENRY MOYNAHAN RICH** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

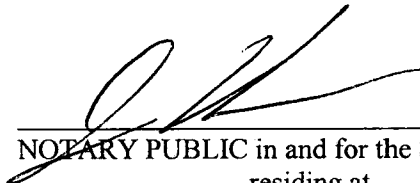
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 6th day of April, 2010, before me, a Notary Public in and for said State, personally appeared **JEREMY HUREVITZ KAHN** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

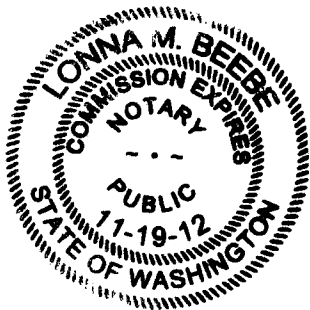
**JASON KESSLER**  
Notary Public, State of New York  
No. 02KE6200144  
Qualified in New York County  
Commission Expires 1/26/2013.


  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 13 day of April, 2010, before me, a Notary Public in and for the State of Washington, personally appeared **DAVID J. TAYLOR** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Seattle Gourmet Foods, Inc. to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of WA, residing at Kitsap County  
My appointment expires 11-19-12  
Print Name Lonna M. Beebe

**SCHEDULE 1 to the TRADEMARK ASSIGNMENT**

**Registered Marks and Application**

TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR REGISTRATION	CLASS/GOODS / SERVICES	OWNER	STATUS
Oral Fixation	US	2,832,902	4/13/2004	30 Non-Medicated breath mint used primarily to help people quit smoking	Rich/ Kahn	Registered
Oral Fixation	International Registration designating EU, Korea, Japan, China, Switzerland, Turkey	880,832	2/9/2006	30 Non-Medicated breath mint used primarily to help people quit smoking	Rich/ Kahn	Registered
Get Your Fix	US	2,900,858	11/2/2004	30 Confectionery, namely, candy mints	Oral Fixation	Registered
Oral Fix Logo	US	2,950,061	5/10/2005	3,25,30 Lip balm, lip cream, lip gloss, shirts, pants, sweat shirts, sweat pants, t-shirts, hats, candy mints	Oral Fixation	Registered
Oral Fix Logo	International Registration designating Australia, China, EU, Germany, Japan*, S. Korea, Turkey, Switzerland, Singapore, Norway	886,968	3/29/2006	30 Candy mints	Oral Fixation	Registered
7 Deadly Cinnamon	US	2,900,857	11/2/2004	30 Confectionery, namely, candy mints	Oral Fixation	Registered
Organic Fixation	US	77/522,805	7/15/2008	30 Candy mints	Oral Fixation	Abandoned, may be possible to revive
Sugar Free Tibet	US	12,909,283	12/7/2004	30 Confectionery, namely, candy mints	Oral Fixation	Registered
Oral Fixation	US	3,041,302	1/10/2006	21 Toothpicks	Oral Fixation	Registered



TRADEMARK	COUNTRY	APPLICATION NO. OR REGISTRATION NO.	FILING DATE OR REGISTRATION	CLASS/GOODS/ SERVICES	OWNER	STATUS
Oral Fixation	Germany	30,578,334	2/6/2006	30 Sugar; confectionery; dragees (confectionery); chewing gum, not for medical purposes; sweetmeats; fruit jellies (confectionery); liquorice (confectionery); liquorice bars (confectionery); mints, pastilles (confectionery); chocolate	Oral Fixation	Registered
Oral Fixations	Australia	1,012,861	7/27/2004	30 Confectionery	Oral Fixation	Registered
Oral Fix	Australia	1,013,003	7/27/2004	30 Confectionery	Oral Fixation	Registered

\*Lapsed as to Japan

**Common Law Marks**

**MOJITO MINT for mints**

**NIGHT LIGHT for mints**

**SPARE MINT for mints**

**ANTIOXIMINTS for mints**

**JASMINTS for mints**

**FABULOUS FRUIT for mints**

**MIMOSA MINT for mints**

**PEPPERMINT MOCHA for mints**