

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
ACH Jupiter LLC		10/25/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Stratas Foods, LLC		
Street Address:	1610 Century Center Parkway		
Internal Address:	Suite 107		
City:	Bartlett		
State/Country:	TENNESSEE		
Postal Code:	38134		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0900887		
CORRESPONDENCE DATA			
Fax Number:	(513)651-6981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Nicolette R. Hudson		
Address Line 1:	201 E. Fifth Street		
Address Line 2:	2200 PNC Center		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Nicolette R. Hudson		
Signature:	/Nicolette R. Hudson/		
Date:	04/22/2010		

OP \$40.00 0900887

Total Attachments: 4

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment ("Agreement") is between ACH JUPITER LLC ("ACH"), a Delaware limited liability company and STRATAS FOODS LLC, a Delaware limited liability company ("Company") and shall be effective as of October 25, 2008 (the "Effective Date").

WHEREAS, ACH and ARCHER-DANIELS-MIDLAND-COMPANY, a Delaware corporation ("ADM") have entered into a Joint Venture Agreement dated October 25, 2008 ("JVA") concerning their rights and obligations as members of the Company;

WHEREAS, the JVA requires ACH to assign certain trademarks and domain names to the Company as further set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.
 - 1.1. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the JVA.
 - 1.2. "Domain Names" shall mean frymaxzt.com and frytestmanager.com.
 - 1.3. "Trademarks" shall mean the Trademarks (as defined in the JVA) set forth on Exhibit A hereto.
 - 1.4. "Territory" shall mean the United States, Canada, and Puerto Rico.
2. Trademark Assignment. ACH hereby grants, assigns, transfers, and conveys to Company, all right, title and interest in and to the Trademarks in the Territory and the goodwill associated therewith. Notwithstanding the foregoing, Company may only use and/or license the Trademarks for use in the Approved Channels.
3. Domain Name Assignment. ACH hereby grants, assigns, transfers, and conveys to Company, all right, title and interest in and to the Domain Names. Notwithstanding the foregoing, Company may only use and/or license the Domain Names for use in the Approved Channels.
4. Further Documentation. Each party shall execute, acknowledge, and deliver to the other party, or shall cause the execution, acknowledgment, and delivery to the other party of such further documents and instruments as either party shall deem necessary to effect the intent and purpose of this Agreement.
5. Indemnification. ACH shall indemnify, defend, and hold harmless Company and its affiliated companies and their agents, officers, directors, and employees from and against any and all losses, actions, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for which they or any of them become liable or may incur or be compelled to pay to the extent arising out of any third party actions or claims brought against Company alleging that any of the Trademarks infringe or misappropriate any third party's intellectual property.

6. Miscellaneous.

- 6.1. Bankruptcy. The intellectual property licenses in this Agreement are subject to 11 U.S.C. § 365(n) of the U.S. Bankruptcy Code. Prior to filing a petition in bankruptcy, Company shall provide ACH written notice of its intent to file such a petition. In addition, in the event that a petition in bankruptcy is filed against Company, Company shall promptly provide ACH notice that such a petition has been filed.
- 6.2. Waiver. The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.
- 6.3. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets or equity interests. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns.
- 6.4. Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of Delaware, without regard to its conflicts of law principles.
- 6.5. Notices. All notices required or permitted to be given under this Agreement shall be effective when given in writing, with reference to this Agreement and when (a) delivered personally; (b) sent by confirmed email or facsimile, (c) five days after having been sent by United States mail, registered or certified, return receipt requested, postage prepaid; or (d) two days after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the applicable party's address set forth below or to such other address as may be designated by written notice.

To Company: Stratas Foods LLC
 1610 Century Center Parkway
 Suite 107
 Bartlett, TN 38134

To ACH: ACH Jupiter LLC
 7171 Goodlett Farms Parkway
 Cordova, TN 38016
 Attn: General Counsel

- 6.6. Entire Agreement. This Agreement and the JVA contain the entire understanding


EXECUTION VERSION

of the parties with respect to the subject matter hereof and this Agreement may be amended only by a writing signed by authorized representatives of the parties.

6.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

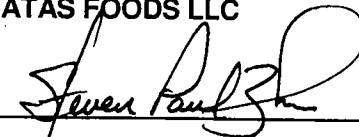
ACH JUPITER LLC

By: 

Name: JACK STRATON

Title: AUTHORIZED REPRESENTATIVE

STRATAS FOODS LLC

By: 

Name: STEVEN Paul ZEH

Title: CFO

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**EXHIBIT A
TRADEMARKS**

CONTRIBUTED REGIONAL BRANDS:

Bake Rite
Cornola
E-Z Flo
Flair
Fryrite
Krisp-rite
Mrs. Tucker
Richtex
Sunola
Temtex
Vital
Wonder

Hy-Melt
HYMO
HYTEX
Icicle
Jaxmor
Kerba
Kle-Ko
Koflay
Laurel
Liquimix
Marietta
Marigold
Marpuff
Mello-mix
Mel-O-Bake
Meva
My-Melt
Newe-Frye
Nutex
Nutri-lipids
PFO
Primex
PS
PSM
Pureco
Purelight
Purelite
Purlite
Refined Interests
Season
Shurset
Soymar
SP
Sterling
Sunlife
Super Bowl
Super Fry
Super G
Tas-Tee
Triex
Trisun
Tri-Sun
Ultra Cake
Velvet
Victory

ALL OTHER CONTRIBUTED TRADEMARKS:

Alpine
Apex
Astral
Baker Man
BBS
Blended Delight
Buckeye
Capital
Capital Puff Pastry Margarine
Caplite
Clarity
Cosomar
Cracktex
Dritex
Fenix
Fiesta Rica
Fix
Flav-O-Gold
Flav'r
Frymax
Frymax Canola Supreme
Frymax Professional Prep
Frymax ZT
Fry-Rater
Glester
HB
Hi-Ratio
Humkote
Hydrokote
Hymar