

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
	Henry Moynahan Rich		04/26/2010
	Jeremy Hurevitz Kahn		04/06/2010
RECEIVING PARTY DATA			
Name:	Seattle Gourmet Foods, Inc.		
Street Address:	19016 72nd Avenue South		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2832902	ORAL FIXATION
CORRESPONDENCE DATA			
Fax Number:	(206)757-7025		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 757-8025		
Email:	davedeits@dwt.com		
Correspondent Name:	David H. Deits		
Address Line 1:	1201 Third Avenue, Suite 2200		
Address Line 2:	Davis Wright Tremaine LLP		
Address Line 4:	Seattle, WASHINGTON 98101-3045		
ATTORNEY DOCKET NUMBER:	35325-33		
NAME OF SUBMITTER:	David H. Deits		
Signature:	/DHD/		

CH \$40.00 2832902

Date:

04/28/2010

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "**Trademark Assignment**") is executed and delivered as of the 8th 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 72nd 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

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

ASSIGNOR:

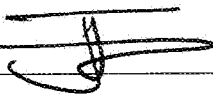
ORAL FIXATION L.L.C.

By: _____
Name: _____
Title: _____

HENRY MOYNAHAN RICH

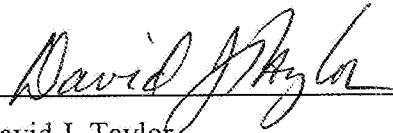
By: _____

JEREMY HUREVITZ KAHN

By:  _____

Accepted and acknowledged by
ASSIGNEE:

SEATTLE GOURMET FOODS, INC.

By:  _____
Name: David J. Taylor
Its: President

STATE OF NJ)
COUNTY OF Munsterdon) ss.

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.

[Signature]
NOTARY PUBLIC in and for the State of NJ, residing at Doylestown PA
My appointment expires _____
Print Name CARRIE L. WINCHESTER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 01

STATE OF New Jersey)
COUNTY OF Merces) ss.

On this 26 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 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.

CYNTHIA CARRAS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 21, 2012


[Signature]
NOTARY PUBLIC in and for the State of NJ, residing at Pennington NJ
My appointment expires 2-21-2012
Print Name Cynthia Carras

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. 02KE8200144
Qualified in New York County
Commission Expires 1/31/2013

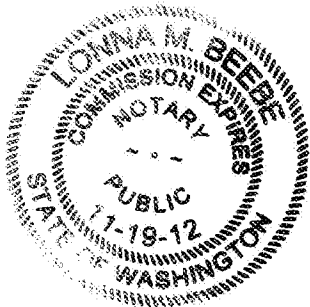


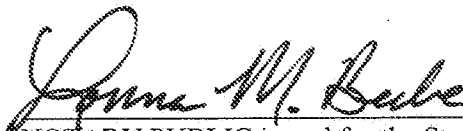
NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My appointment expires _____
Print Name _____

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	72,909,283	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