

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golden Temple of Oregon, LLC		05/10/2010	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	Hearthside Food Solutions, LLC
Street Address:	5353 Broadmoor, SE
Internal Address:	Suite 100
City:	Kentwood
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2796377	ESSENTIAL 10
Serial Number:	77682604	FRESH STRAWBERRY CRUNCH
Serial Number:	77663288	GRANOLA CRISPS
Serial Number:	76350443	HEART SENSE
Serial Number:	77682613	MOUNTAIN BLUEBERRY FLAX
Serial Number:	76362596	PEACE CEREAL
Serial Number:	74168909	SWEET HOME FARM
Serial Number:	75155337	VALLEY CREEK FARMS
Serial Number:	75852830	WILD BERRY CRISP

CORRESPONDENCE DATA

Fax Number: (678)553-2602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900161809

**TRADEMARK
 REEL: 004202 FRAME: 0680**

CH \$240.00 2796377

Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	05/10/2010

Total Attachments: 8
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and is effective this 10th day of May, 2010, by Golden Temple of Oregon, LLC, an Oregon limited liability company, having its principal offices at 2545 Prairie Road, Eugene, Oregon 97402 (the "Assignor") in favor of Hearthside Food Solutions, LLC, a Delaware limited liability company having offices at 5353 Broadmoor, SE, Suite 100, Kentwood, Michigan 49512 (the "Assignee").

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement, dated as of March 6, 2010, by and among the Assignor, the Assignee, Golden Temple Management, LLC, and those additional Persons identified as "Additional Restricted Parties" on the signature pages thereto (the "Purchase Agreement"), the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the Assigned Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, the Assignee has agreed to acquire the Assigned Intellectual Property upon the terms and subject to the conditions set forth in the Purchase Agreement.

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

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment of IP. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Intellectual Property, together with all renewals and extensions of such Assigned Intellectual Property that may be obtained under the Laws now or hereafter in force and effect in the United States of America and any other applicable country or countries, more specifically but without limitation:

A. Those certain domain names set forth on Exhibit A attached hereto or relating, solely and exclusively, to the operation of the Acquired Business (the "Domain Names");

B. The trademarks, service marks and trade names set forth on Exhibit B attached hereto, and the accompanying identifying symbols, designs, product names, company names, slogans, logos or insignia, and all common law rights, applications and registrations therefor throughout the world, whether registered or unregistered, and the right to sue third parties for past, present or future infringements of any of the foregoing, to fully and entirely stand in the place of Assignor in all matters related thereto, and all goodwill associated with any of the foregoing (collectively, the "Trademarks"); and

C. The patent applications set forth on Exhibit C attached hereto and all registrations and recordings of, any such patent applications throughout the world, and (i) all issued patents, reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the foregoing, (ii) all proceeds of, and rights associated with, any of the foregoing items (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and (iii) all other rights corresponding to any of the foregoing (collectively, the "**Patent Applications**").

3. Regulatory Authorities. The Assignor hereby authorizes the Commissioner of Trademarks of the United States and other empowered officials of the relevant trademark offices (including the United States Patent and Trademark Office), domain name registrars, copyright offices, and other governmental or regulatory authorities to record the transfer of the Assigned Intellectual Property to the Assignee as assignee of the Assignor's entire right, title and interest therein, and to issue all future registrations and other rights relating to the Domain Names, the Trademarks, the Patent Applications and other Assigned Intellectual Property to the Assignee.

4. Further Assurances. The Assignor shall execute any additional documents reasonably requested by the Assignee at any time in the future to enable the Assignor to protect, perfect, enforce, or otherwise secure the Assignee's rights in, and/or ownership of, the Domain Names, the Trademarks, the Patent Applications and other Assigned Intellectual Property.

5. Controlling Document. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee, and their Representatives, successors and permitted assigns, in accordance with the terms of the Purchase Agreement.

[Signature Page Follows]

The Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

GOLDEN TEMPLE OF OREGON, LLC

By: Golden Temple Management, LLC, its
manager

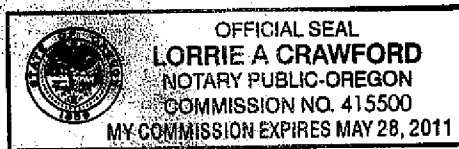
By: 

Karam Khalsa, Manager

STATE OF OREGON)
) ss.:
COUNTY OF MULTNOMAH)

On this 29TH day of April, 2010, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named KARAM KHALSA to me personally known, who stated that he is the MANAGER of Golden Temple of Oregon, LLC and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the limited liability company, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 29TH day of April, 2010.



Lorrie A. Crawford
Notary Public

Exhibit A
Domain Names

(1) Domain Name: goldentemple.com

Registrant: Golden Temple, LLC

Record expires on: 8/5/13

Record created on: 8/6/96

Database last updated on: 1/19/09

(2) Domain Name: peacecereal.com

Registrant: c/o peacecereal.com (marked private)

Record expires on: 10/30/11

Record created on: 10/31/97

Database last updated on: 1/19/09

(3) Domain Name: sweethomefarm.com

Registrant: Golden Temple, LLC

Record expires on: 3/20/14

Record created on: 3/20/03

Database last updated on: 2/10/09

(4) Domain Name: celebratepeace.com

Registrant: c/o celebratepeace.com (marked private)

Record expires on: 8/25/17

Record created on: 8/25/03

Database last updated on: 1/19/09

Exhibit B
Trademarks

Common Law Trademarks:

GOLDEN TEMPLE
GOLDEN TEMPLE (AND DESIGN)

Trademark Registrations: *See attached.*

Mark Name	Docket Number	Chtry	Case Type	Status	Goods	Use Dates	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Action/Status	Rgs
ESSENTIAL 10	SCH708480.18.07	US	Supp Reg	Registered	Breakfast cereal	1st use anywhere: 12/2/02 1st use in commerce: 12/2/02	76/497,079	3/13/03	2,796,377	12/16/03	Renewal due 12/16/13	GT
FRESH STRAWBERRY CRUNCH	708480.0026	CAN	Intent-to-use ("ITU")	Filed	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other food.		1442415	6/22/09			Published 1/13/10; opposition period expires 3/13/10	GT
FRESH STRAWBERRY CRUNCH	708480.0020	US	ITU	Filed	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other foods.		77/682,604	3/3/09			Allowed 10/27/09; statement of use to be filed shortly	GT
GRANOLA CRISPS	708480.0030	CAN	ITU	Filed	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other food.		1427689	2/4/09			Published 10/28/09; opposition period expired 12/28/09; decl of use due 2/4/12	GT
GRANOLA CRISPS	708480.0021	US	ITU	Filed	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other foods.		77/663,288	2/4/09			Office action response due 4/21/10	GT
HEART SENSE	SCH708480.18.12	US	In use	Registered	Breakfast cereals.	1st use anywhere: 12/2/02 1st use in commerce: 12/2/02	76/350,443	12/18/01	2,843,538	5/16/04	Decl of use due 5/18/10; renewal date 5/18/14	GT
MOUNTAIN BLUEBERRY FLAX	708480.0022	US	Supp Reg	Registered	Processed cereal-based food to be used as a breakfast food, snack food, or	1st use anywhere: 11/28/08 1st use in	77/682,613	3/3/09	3,726,867	12/15/09	Decl of use due 12/15/15; renewal date 12/15/19	GT

Mark Name	Docket Number	Country	Case Type	Status	Goods	Use Dates	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Action/Status	Regs
PEACE CEREAL	708480.0035	CAN	In use	Registered	ingredient for making other foods.	commerce: 5/4/09	1281982	12/5/05	TMA683,523	3/13/07	Renewal due 3/13/22	GT
PEACE CEREAL	SCH708480.18 .14	US	In use	Registered	Breakfast cereal.	Used since as early as 12/31/98 1st use anywhere: 12/1/97 1st use in commerce: 12/1/97	76/362,596	1/23/02	2,642,793	10/29/02	Renewal due 10/29/12	GT
SWEET HOME FARM	SCH708480.18 .16	US	In use	Registered	Breakfast cereals.	1st use anywhere: 10/7/91 1st use in commerce: 11/22/91	74/168,909	5/22/91	1,735,778	11/24/92	Renewal due 10/24/12	GT
VALLEY CREEK FARMS	SCH708480.18 .18	US	In use	Registered	Granola.	1st use anywhere: 5/29/96 1st use in commerce: 5/29/96	75/155,337	8/21/96	2,093,069	9/2/97	Renewal due 9/2/17	GT
WILD BERRY CRISP	SCH708480.18 .20	US	In use	Registered	Breakfast cereal.	1st use anywhere: 3/1/99 1st use in commerce: 3/1/99	75/852,830	11/18/99	2,391,713	10/3/00	Renewal due 10/3/10	GT

Exhibit C
Patent Applications

Patent Title	Country	Case Type	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Action/Status
GRANOLA FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	US	Provisional	Inactive	60/887,113	1/29/07			Assigned by inventors to Golden Temple of Oregon, Inc. on 1/29/07 (Reel/frame: 018819/0738)
FLAKE CEREAL OR CHIP AND METHOD FOR MAKING SAME	US	Non-provisional	Filed	12/021,661	1/29/08			Claims priority to 60/887,113; assigned by inventors to Golden Temple of Oregon, LLC on 1/29/07 (Reel/frame: 020432/0605); published 7/31/08 (Pub. No. US-2008-0181991-A1); response to office action filed 12/15/09; awaiting next action