

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
Beer Chips, LLC		02/19/2010	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Barrel O'Fun Snack Foods Co.		
Street Address:	800 4th Street NW, P.O. Box 230		
City:	Perham		
State/Country:	MINNESOTA		
Postal Code:	56573		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3178174	BEER CHIPS	
Registration Number:	3323634	BEER CHIPS	
Registration Number:	3383400	CHIP SHOTS	
Registration Number:	3383401	HOT POTATOES	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4271		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3375		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Lori L. Wiese-Parks		
Address Line 1:	P.O. Box 2906		
Address Line 2:	Gray Plant Mooty		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	76471US037		

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**TRADEMARK
 REEL: 004299 FRAME: 0888**

NAME OF SUBMITTER:	Lori L. Wiese-Parks
Signature:	/Lori L. Wiese-Parks/
Date:	10/20/2010
Total Attachments: 5 source=Beer Chips Assignment#page1.tif source=Beer Chips Assignment#page2.tif source=Beer Chips Assignment#page3.tif source=Beer Chips Assignment#page4.tif source=Beer Chips Assignment#page5.tif	

TRADEMARK TRANSFER AGREEMENT AND ASSIGNMENT

WHEREAS, Beer Chips, LLC, an Oregon limited liability company, whose address is 1722 NW Raleigh Street, Suite 220, Portland, OR 97209 (hereinafter "Assignor") is the sole and exclusive owner of all right, title, and interest in and to certain trademarks and/or service marks used in its snack food business, including the federal trademark protected names, as shown on the attached Exhibit A (hereinafter, the "Marks"), which trademarks and/or service marks have been adopted and/or are being used by Assignor in connection with operation of a certain snack food business; and

WHEREAS, Barrel O'Fun Snack Foods Co., a Minnesota corporation (hereinafter "Assignee"), is desirous of acquiring the Marks through an assignment of the Marks, associated good will, and all associated rights by Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, transfer, convey and assign unto Assignee all rights, title, and interest in and to the Marks, the applications of the Marks, the registration and renewals of the Marks, and all common law rights in and to the Marks, together with the goodwill symbolized by and associated with the Marks, all translations, adaptations, derivations and combinations of the Marks, and all causes of action and rights to sue and collect damages for past or future actions or infringements of the Marks.

2. From and after the Effective Date, Assignor will not, directly or indirectly, adopt, use or register any name, trade name, trademark, service mark or other designation which is confusingly similar to the Marks, in whole or in part, anywhere in the world. Assignor will not at any time dispute or contest, directly or indirectly, any of Assignor's rights, title or interest in and to the Marks, or the validity thereof.

3. Assignor represents and warrants to Assignee that:
 - a. Assignor is the sole and exclusive owner of the Marks, and the Marks are subject to no security interest, lien, restriction, or other claim by any third party.
 - b. Neither Assignor nor the Marks have infringed and are not now infringing on any trade name, service mark, or other proprietary right belonging to any person, firm or corporation.
 - c. The Marks are not subject to any outstanding injunction, judgment, order, decree, ruling or charge; no action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand is pending or, is threatened that challenges the legality, validity, enforceability, use or ownership of the Marks; and Assignor has never agreed to indemnify any person or entity for or against any interference, infringement, misappropriation or other conflict with respect to the Marks.
 - d. Assignor has not granted any license, agreement, or permission to use the Marks, nor has it made any other assignment, in whole or in part, of the Marks.
 - e. Assignor will defend, indemnify and hold Assignee harmless from and against any and all claims, losses, damages or other matters, direct or indirect, known and unknown, relating to or arising from the Marks or their use prior to the Effective Date.
4. The "Effective Date" of this Assignment shall be February 19, 2010.
5. This Assignment is made and executed pursuant to the Asset Purchase Agreement dated February 16, 2010 (the "APA") entered into between the parties, and the terms and

conditions of the APA are incorporated herein by reference. Assignor's assignment of the rights hereunder to Assignee are made subject to and in accordance with the terms and conditions of the APA, including the representations and warranties of Assignor contained therein.

6. Further Assurances. Assignor hereby covenants and agrees to and with Assignee to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered to Assignee, all such further acts, assignments, transfers, powers of attorney, and assurances that may be requested by Assignee as necessary to grant, sell, convey, assign, transfer, set over to or vest in Assignee all rights, title, and interest of Assignor in, to, and under the Marks.

7. All of the terms and provisions of this assignment will apply to, be binding in all respects upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has herein caused the foregoing to be executed.

BEER CHIPS, LLC



By: Brett Stern
Its President

STATE OF OREGON)
)ss.
COUNTY OF Multnomah)

The foregoing instrument was subscribed to before me this 19 day of February, 2010, by Brett Stern, President of Beer Chips, LLC, a limited liability company under the laws of the State of Oregon.

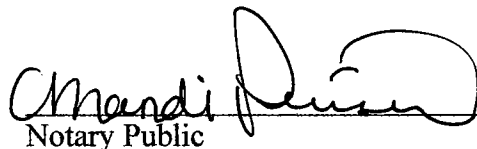

Notary Public



EXHIBIT A**SCHEDULE OF TRADEMARKS REGISTERED/APPLIED FOR
AND ASSIGNED**

Mark Owner	Country	Application/Registration No.	Status Application/Registration Date
BEER CHIPS (owned by Beer Chips, LLC)	US	3178174	Registered: November 28, 2006
BEER CHIPS & Design (owned by Beer Chips, LLC)	US	3323634	Registered: October 30, 2007
CHIP SHOTS (owned by Beer Chips, LLC)	US	3383400	Registered: February 12, 2008
HOT POTATOES (owned by Beer Chips, LLC)	US	3383401	Registered: February 12, 2008
BEER CHIPS & Design (owned by Beer Chips, LLC)	Canada	TMA752,956	Registered: November 12, 2009
BEER CHIPS & Design (owned by Beer Chips, LLC)	European Community	006443048	Registered: October 23, 2008
BEER CHIPS & Design (owned by Beer	Japan	5137930	Registered: June 6, 2008

Chips, LLC)			
BEER CHIPS & Design (owned by Beer Chips, LLC)	Mexico	1098930	Registered: May 12, 2009
BEER CHIPS & Design (owned by Beer Chips, LLC)	Brazil	830159207	Filed: December 1, 2008