

**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>
Kroy International Inc.		11/15/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomson Research Associates Inc.		
<b>Street Address:</b>	49 Gervals Drive		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M3C 1Y9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1918654	ULTRA-FRESH	
<b>Registration Number:</b>	1330317	ULTRA-FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-371-5274		
<b>Email:</b>	kkunkel@merchantgould.com		
<b>Correspondent Name:</b>	Scott W. Johnston		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	7933.674US01		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	MERCHANT & GOULD		
<b>Address Line 1:</b>	P.O. Box 2910		

OP \$65.00 1918654

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Scott W. Johnston
--------------------	-------------------

Signature:	/SWJ/
------------	-------

Date:	11/16/2010
-------	------------

Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif
--

**ASSIGNMENT OF U.S. TRADEMARKS**

WHEREAS, **Kroy International Inc.** is the owner of the entire right, title and interest of the U.S. trademarks set forth in the attached Schedule "A" (hereafter referred to collectively as the "Trademarks").

WHEREAS, **Thomson Research Associates Inc.**, having a business address of **49 Gervais Drive, Toronto, Ontario, M3C 1Y9, Canada** has acquired the entire right, title and interest in, to and under the Trademarks including the goodwill of the business symbolized by the Trademarks, and the common law rights associated therewith.

NOW, THEREFORE, in consideration of the promises and of One Dollar (\$1.00) and of other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, **Kroy International Inc.** by these presents hereby assigns, transfers, conveys and set over unto said **Thomson Research Associates Inc.**, its successors, assigns and legal representatives, the entire rights, title and interest in, to and under the Trademarks in the United States, together with the goodwill of the business in connection with which the Trademarks were and are used, and all rights incident thereto;

**Kroy International Inc.** hereby releases, assigns and transfers unto **Thomson Research Associates Inc.**, its successors, assigns and legal representatives, all rights, title and interest, claims and demands whatsoever **Kroy International Inc.** had in, to, by, under and through, the Trademarks, including all claims for any and all past infringement thereof and the right to sue therefore;

ALL OF THE SAME to be held and enjoyed by said **Thomson Research Associates Inc.** for its use and behoof and for its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by **Kroy International Inc.** had this Assignment not been made.

EXECUTED AT Toronto, this 15 day of November,

2010.

**Kroy International Inc.**



Name: PAUL D. SAMP  
Title: PRESIDENT.

**SCHEDULE "A"**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
<i>Ultra-Fresh</i>	74/447302	1918654
ULTRA-FRESH	73/197850	1330317