

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
Bare Fruit, LLC		12/16/2010	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Bare Fruit, LLC
Street Address:	340 S. Lemon Ave. #5475
City:	Walnut
State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3163402	BARE FRUIT

CORRESPONDENCE DATA

Fax Number: (415)373-4302
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4153734301
 Email: brad@barefruitsnacks.com
 Correspondent Name: Bradford Obewrager
 Address Line 1: 340 S. Lemon Ave. #5475
 Address Line 4: Walnut, CALIFORNIA 91789

NAME OF SUBMITTER:	Bradford Oberwager
Signature:	/Bradford Oberwager/
Date:	01/04/2011

Total Attachments: 1

900180385

**TRADEMARK
 REEL: 004446 FRAME: 0524**

OP \$40.00 3163402

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment ("Assignment") is made effective as of December 16, 2010 by and between Bare Fruit, LLC of Washington state ("ASSIGNOR"), and Bare Fruit, LLC of California ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks (the Marks") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used ("the Products").

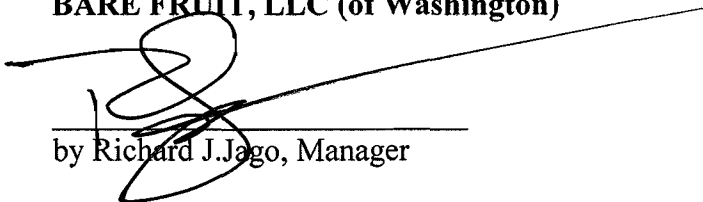
WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which they are registered, and (2) all rights to sue for past, present and future infringements or misappropriations of the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing , completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

THIS ASSIGNMENT executed as of the day and year first above written and effective upon delivery to ASSIGNEE.

BARE FRUIT, LLC (of Washington)



by Richard J. Jago, Manager