

01/07/2011



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TRADEMARK ASSIGNMENT

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Electronic Version v1.1
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|--|------------------------------|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Star Foods, LLC | | 09/16/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Grove, Inc | | |
| Street Address: | 3 Westbrook Corporate Center | | |
| Internal Address: | Suite 500 | | |
| City: | Westchester | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60154 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2887788 | BRRRICANE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (708)531-0619 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |

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Assignment

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THE GROVE

| | |
|--|------------------------------|
| Phone: | 708-409-3212 |
| Email: | phendrickson@grovesnacks.com |
| Correspondent Name: | Paula Hendrickson |
| Address Line 1: | 3 Westbrook Corporate Center |
| Address Line 2: | Suite 500 |
| Address Line 4: | Westchester, ILLINOIS 60154 |
| NAME OF SUBMITTER: | Paula Hendrickson |
| Signature: | Paula/hendrickson/ |
| Date: | 09/20/2010 |
| Total Attachments: 3 source=2010_9-16 Final Trademark Assignment from Star#page1.tif source=2010_9-16 Final Trademark Assignment from Star#page2.tif source=2010_9-16 Final Trademark Assignment from Star#page3.tif | |
| RECEIPT INFORMATION | |
| ETAS ID: | TM182448 |
| Receipt Date: | 09/20/2010 |
| Fee Amount: | \$40 |

ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT AGREEMENT is made effective as of July 19, 2006, *nun pro tunc*, by and between Star Foods, LLC, a Delaware limited liability company ("Assignor") and The Grove, Inc., a Louisiana corporation ("Assignee").

WHEREAS, this assignment is being executed in connection with that certain Asset Purchase Agreement, dated July 19, 2006, between Assignor and Assignee (the "Asset Purchase Agreement") pursuant to which Assignee acquired the Marks, Registrations and Applications owned by the Assignor as of July 19, 2006, including the trademark listed on Exhibit 1 to this Assignment, and all goodwill associated therewith (the "Mark");

WHEREAS, Exhibit A of the Asset Purchase Agreement inadvertently omitted the Mark;

WHEREAS, as of July 19, 2006, Assignee desired to acquire, and did acquire, the entire right title and interest of the Assignor in the Mark, including Registration No., 2,887,788, as identified on Exhibit 1, and desired to acquire, and did acquire, the business of the Assignor, in connection with which Assignor has used the Mark; and

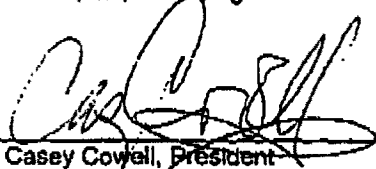
WHEREAS, as of July 19, 2006, Assignor desired to assign, and did assign, to Assignee all of its right, title and interest in and to the Mark, together with all goodwill associated therewith; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark; any rights that arise from the Registration; all rights to seek other registrations of the Mark in the United States Patent and Trademark Office or elsewhere; and all causes of action, past and future, for infringement of the Mark or other violations of the rights assigned hereunder. Assignor represents and warrants to Assignee that it has not made any other assignment or pledge of the Mark or any rights therein.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first written above.

STAR FOODS, LLC

By: Durandal, Inc, its Manager

By: 
Casey Cowell, President


STATE OF ILLINOIS)

) ss:

COUNTY OF COOK)

On this 16 day of September, 2010, before me personally appeared Casey Cowell, who acknowledged himself to be the President of Durandal, Inc., the Manager of Star Foods, LLC, and that he, as such officer, being authorized to do so, executed this instrument on behalf of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires: 12/6/13

(Affix stamp)



EXHIBIT 1

| Trademark | Status | Registration/Serial Number |
|-----------|------------|----------------------------|
| Brrricane | Registered | 2887788 |