

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/03/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Indianapolis Fruit Company Inc		10/18/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	IF&P Foods, Inc.
Street Address:	4501 Massachusetts Avenue
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46218
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3891759	GARDEN CUT A FRESH EXPERIENCE
Registration Number:	3891760	GARDEN BEST A FRESH EXPERIENCE
Registration Number:	3891761	GARDEN ORGANIC A FRESH EXPERIENCE

CORRESPONDENCE DATA

Fax Number: (317)236-9907
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-635-8900
 Email: ptodocket@binghamchale.com
 Correspondent Name: Matthew R. Schantz
 Address Line 1: 10 W. Market Street
 Address Line 2: 2700 Market Tower
 Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	3335-84099
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**TRADEMARK
 REEL: 004479 FRAME: 0539**

CH \$90.00 3891759

NAME OF SUBMITTER:	Matthew R. Schantz
Signature:	/Matthew R. Schantz/
Date:	02/16/2011
Total Attachments: 1 source=Trademark Assignment#page 1.tif	

Trademark Assignment *Nunc Pro Tunc*

WHEREAS, Indianapolis Fruit Company Inc, an Indiana corporation, hereinafter referred to as Assignor, has adopted and currently owns and uses in commerce the following marks and related U.S. trademark applications (the "Marks"):

U.S. Mark	Serial No.	Application Date
GARDEN CUT A FRESH EXPERIENCE (and Design)	771625,197	December 3, 2008
GARDEN BEST A FRESH EXPERIENCE (and Design)	771625,200	December 3, 2008
GARDEN ORGANIC A FRESH EXPERIENCE (and Design)	771625,203	December 3, 2008

WHEREAS, IF&P Foods, Inc., an Indiana corporation, hereinafter referred to as Assignee, desires to acquire said Marks and all rights thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title, and interest in and to said Marks, together with the goodwill of the business as symbolized by said Marks, and all common law rights and United States and foreign registrations and applications that may be created therefrom.

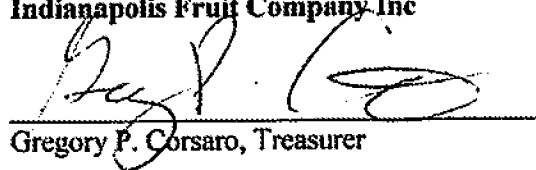
Assignor hereby makes this written assignment *nunc pro tunc* (to be effective) as of December 3, 2008, with right of the Assignee to sue under the Marks for any past, present or future infringement by third parties. All use of the Marks since that date by or authorized by Assignor shall inure to the benefit of Assignee.

Assignor agrees to execute all instruments and documents required for the making and prosecution of any application(s) for U.S. or foreign registration of any of said Marks, for litigation regarding any of said Marks, and for the documenting title to said Marks.

10/18/10
Date

For: Indianapolis Fruit Company Inc

By:


Gregory P. Corsaro, Treasurer

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