

**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>
Earthfresh Foods Corp.		01/31/2011	COMPANY: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earthfresh Farms Inc.		
<b>Street Address:</b>	40 KING STREET WEST, SUITE 4400 (FSC)		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H3Y4		
<b>Entity Type:</b>	COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3072710	EARTHFRESH FOODS	
<b>Registration Number:</b>	3138465	HONEY BUNNY	
<b>Registration Number:</b>	3167334	MEGA BETA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)750-6493		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-269-8000		
<b>Email:</b>	ekostiuk@ngelaw.com		
<b>Correspondent Name:</b>	Neal, Gerber & Eisenberg LLP		
<b>Address Line 1:</b>	Two North LaSalle Street, Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	EARTHFRESH FARMS INC. JAC		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	John A. Cullis		

CH \$90.00 3072710

**900184512**

**TRADEMARK  
 REEL: 004482 FRAME: 0122**

Address Line 1: Two North LaSalle Street, Suite 1700  
Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER:	Elizabeth A. Kostiuk
Signature:	/Elizabeth A. Kostiuk/
Date:	02/17/2011

Total Attachments: 4  
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**ASSIGNMENT OF TRADE-MARKS**

THIS ASSIGNMENT is made as of the 31 day of January, 2011

BY:

**EARTHFRESH FOODS CORP.**

a company incorporated under the laws of the Province of Ontario,

(the "Assignor")

IN FAVOUR OF:

**EARTHFRESH FARMS INC.**

a company incorporated under the laws of the Province of Ontario.

(the "Assignee")

WHEREAS the Assignor and Assignee entered into an asset purchase agreement dated the 31 day of January, 2011, (the "Asset Purchase Agreement");

AND WHEREAS pursuant to the Asset Purchase agreement, the Assignor agreed to transfer its rights, title and interests in and to all of its Purchased Assets (as defined in the Asset Purchase Agreement) to the Assignee;

AND WHEREAS this Assignment of Trade-Marks is being made to give effect to said Asset Purchase Agreement;

NOW THEREFORE THIS ASSIGNMENT OF TRADE-MARKS WITNESSETH for good and valuable consideration paid to it by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee, its successors and assigns, all of its right, title and interest throughout the world in and to the trade-marks set out in the attached Schedule A (collectively, the "Trade-marks"), whether such Trade-marks are registered or unregistered, together with the benefit of all use of the Trade-marks, the right to bring suits for past, present or future infringement of the Trade-marks, any goodwill relating to the Trade-marks, all of the wares and services in association with which the trade-marks have or are proposed to be used, and all right, title and interest in and to any applications and/or registrations therefore, to hold unto the Assignee absolutely.

The Assignor hereby agrees to execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Trade-marks, and all

applications and/or registrations therefore, in the Assignee, its successors and assigns, at the expense, however, of the Assignee, its successors or assigns.

The Assignor agrees that it will not oppose, contest, or challenge, whether directly or indirectly, the trade-marks and/or the registrations therefore set out in the attached Schedule A and further agrees to refrain from using the trade-marks set out in Schedule A or any trade-marks which are confusingly similar to the trade-marks set out in Schedule A.

IN WITNESS WHEREOF the Assignor has executed and delivered this Assignment.

**Earthfresh Foods Corp.**

By:



Name: Thomas Hughes

Title: President

I have authority to bind the corporation

**SCHEDULE A  
TRADE-MARKS**

<u>Trade-mark</u>	<u>Status and Canadian Registration No.</u>
GARDEN RICH	Registered TMA 479,963
MOTHER EARTH	Registered TMA 612,331
BEST U.S.A. & Design	Registered TMA 612,868
CANADIAN GOLD	Registered TMA 619,004
BRINGING NATURE'S BEST TO YOU!	Registered TMA 628,973
KITCHEN EXPRESS	Registered TMA 631,310
CHEF QUIK	Registered TMA 636,248
MEGA BETA	Registered TMA 639,674
CHEF QUIK	Registered TMA 644,749
CHEF QUIK Logo	Registered TMA 644,784
KARROT KRINGLES	Registered TMA 644,874
KARROT KOINS	Registered TMA 644,888
JUMBO MINIS	Registered TMA 644,941
EARTHFRESH FOODS	Registered TMA 647,669

HONEY BUNNY

Registered  
TMA 662,012

POTATO CHEF

Application to Register Allowed  
Application No. 1,444,802

**Trade-mark**

EARTHFRESH FOODS

**Status and American Registration No.**

Registered  
3,072,710

HONEY BUNNY

Registered  
3,138,465

MEGA BETA

Registered  
3,167,334