

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Healthy Holdings, Inc. | | 04/04/2011 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Schwan's IP, LLC | | |
| Street Address: | 115 W. College Drive | | |
| City: | Marshall | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 56258 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: MINNESOTA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3526720 | FRUCHI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (507)537-8182 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 800-533-5290 | | |
| Email: | sipllc@schwans.com | | |
| Correspondent Name: | Dale E. Bock | | |
| Address Line 1: | 115 W. College Drive | | |
| Address Line 4: | Marshall, MINNESOTA 56258 | | |
| ATTORNEY DOCKET NUMBER: | FRUCHI | | |
| NAME OF SUBMITTER: | Vicki St.Aubin | | |
| Signature: | /Vicki St.Aubin/ | | |
| Date: | 04/08/2011 | | |
| Total Attachments: 2 source=Smooth Fruchi Trademark Assignment EXECUTED 4-4-11#page1.tif source=Smooth Fruchi Trademark Assignment EXECUTED 4-4-11#page2.tif | | | |

OP \$40.00 3526720

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, HEALTHY HOLDINGS, INC., a Minnesota corporation having its principal place of business at 155 Jackson Avenue North, Suite 33, Hopkins, MN 55343 (hereinafter "ASSIGNOR"), acquired all right, title and interest in the trademark and trade name FRUCHI, and any associated designs and logos, and applications or registrations for such trademarks, trade names, designs, logos (collectively, the "Trademark"), and

WHEREAS, SCHWAN'S IP, LLC, a Minnesota limited liability company having its principal place of business at 115 West College Drive, Marshall, MN 56258 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the Trademark;

1. NOW, THEREFORE, effective April 4, 2011, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, transfer, convey and set over, unto the said ASSIGNEE, for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the Trademark and the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for, past, present and future actions or occurrences related to the Trademark, including, but not limited to, actions for trademark infringement, dilution or unfair competition.

2. ASSIGNOR further does hereby assign, transfer convey and set over unto the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the goodwill of the Trademark and of ASSIGNOR'S business connected with the use thereof and symbolized by the Trademark, effective April 4, 2011.

3. ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths and generally provide such assistance as may be reasonably requested by ASSIGNEE in perfecting the recording title to the Trademark. ASSIGNEE shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and ASSIGNEE shall bear all prosecution and maintenance costs incurred with respect to the Trademark, after the date of this Agreement.

4. Except as otherwise expressly provided herein, no obligation is hereby assumed by either ASSIGNOR or ASSIGNEE to maintain, prosecute, enforce or litigate, file assert or defend the Trademark.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be signed by its duly authorized representative.

ASSIGNOR:
HEALTHY HOLDINGS, INC.,

By: *Robert Carr*
Name: ROBERT CARR
Title: RESIDENT/OWNER
Date Signed 4-4-2011

State of Minnesota)
)
County of Hennepin)

On this 4th of April, 2011, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Agreement, on his Company's behalf and that he did so of his/her free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Margaret R Glaub
Notary Public

