

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/14/2010		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Caveman Jerky, Inc.		09/16/2010
			<b>Entity Type</b>
			CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caveman Foods, Inc.		
<b>Street Address:</b>	2950 Buskirk Avenue, Suite 122		
<b>City:</b>	Walnut Creek		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94597		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Serial Number:	78887729	CAVEMAN JERKY REAL BEEF JERKY
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(317)231-7433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3172311313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia Spoor Gard		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 2:</b>	Barnes & Thornburg LLP		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	53991-216276		
NAME OF SUBMITTER:	Julia Spoor Gard		
Signature:	/jsg/		

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**TRADEMARK**  
 REEL: 004520 FRAME: 0355

Date:

04/12/2011

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Agreement is by and between Caveman Jerky, Inc. ("Assignor") and Caveman Foods, Inc. ("Assignee").

WHEREAS, Assignor, is the owner of certain trademarks identified as follows: "CAVEMAN JERKY REAL BEEF JERKY" and design, U.S. Reg. No. 78887729; and the unregistered mark "CAVEMAN JERKY"

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks and the goodwill associated with the marks.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill of the business associated with the marks and any other associated rights), in and to the Trademarks.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee [REDACTED] payable on September 9, 2010.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademarks do not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and cost in such litigation from the party against whom enforcement was sought.
5. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
6. **Amendment.** This Agreement may be amended only by a writing signed by both parties.
7. **Severability.** If any term, provision, covenant or condition of the Agreement, or the application thereof to any person, place or circumstance, shall be held by court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
8. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
9. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

Date: Effective September 14, 2010

ASSIGNOR: Caveman Jerky, Inc.

ASSIGNEE: Caveman Foods, Inc.

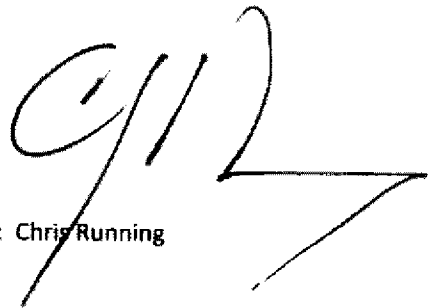
By: (signature)



Printed Name: Noah A. Staggs

Title: President *NOAH.A.STAGGS*

By: (signature)



Printed Name: Chris Running

Title: President

Title

Title

### NOTARIZATION FORM

State of [STATE] OREGON

County of [COUNTY] JACKSON

On 9/16/10 before me, Cindy Leary

notary, personally appeared Noah A. Staggs, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is a name subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument

Witness my hand and official seal.



Signature

Notary

