

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	05/13/2011																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (310)820-5988</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3102073800</p> <p>Email: dax_alvarez@bstz.com</p> <p>Correspondent Name: Dax Alvarez</p> <p>Address Line 1: 12400 Wilshire Boulevard</p> <p>Address Line 2: 7th Floor</p> <p>Address Line 4: Los Angeles, CALIFORNIA 90025</p>																											
ATTORNEY DOCKET NUMBER:	28842.A013																										
NAME OF SUBMITTER:	Dax Alvarez																										

900192544

TRADEMARK
 REEL: 004546 FRAME: 0340

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Signature:	/dax alvarez/
Date:	05/23/2011
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NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
REGISTRATION THEREOF

WHEREAS, Rainier Organic Natural Foods Baking Company, Inc., a corporation organized under the laws of Washington having a place of business at 38629 Auburn-Enumclaw Road SE, Auburn, Washington 98092 ("ASSIGNOR"), has acquired or adopted, and used, and thereby owns all right, title and interest in and to (i) the trademark SPROUTED FOR LIFE and (ii) the United States registration thereof, namely, U.S. Registration No. 2,495,131 (hereinafter collectively referred to as the "Mark"), together with the goodwill of the business appurtenant to said Mark;

WHEREAS, Food For Life Baking Co. Inc., a corporation under the laws of California having a place of business at 2991 E. Doherty Street, Corona, California 92879 ("ASSIGNEE") the successor of the ongoing and existing business to which the Marks pertain is desirous of memorializing the prior agreement in which the ASSIGNOR and ASSIGNEE acknowledged the effective date of such assignment to be May 13, 2011 (hereinafter "Effective Date"); and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire right, title and interest in and to the Mark and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNOR is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire right, title and interest in and to the Mark, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Mark by other parties, which causes of action and claims arose prior to the Effective Date.

ASSIGNOR hereby represents and warrants that, to the best of its knowledge, (i) it is the sole owner of the Mark and the goodwill associated therewith, and the Registration relating thereto; (ii) the application for registration thereof was not filed fraudulently or contrary to any provision of the trademark laws of the United States; (iii) it is not a party to any prior agreement nor has made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark which would be breached or otherwise violated by the foregoing Assignment of the Mark. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office ("PTO"), so as to establish ASSIGNEE as owner of record of the Mark.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind

whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the PTO, so that ASSIGNEE's ownership of the Mark is duly made of record.

IN WITNESS WHEREOF, ASSIGNORS have caused this instrument to be executed on the date indicated below.

RAINIER ORGANIC NATURAL FOODS
BAKING COMPANY, INC.

("ASSIGNOR")

Dated: May 13,, 2011

By: 

Name: GARY TORRES

Title: Principal