

**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>
Natural Food Holdings, LLC		06/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Niman Ranch, Inc.		
<b>Street Address:</b>	1600 Harbor Bay Parkway, Suite 250		
<b>City:</b>	Alameda		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94502		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85258643	NATURAL FOOD HOLDINGS	
<b>Serial Number:</b>	85258639	NATURAL FOOD HOLDINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(206) 359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Lynne E. Graybeal, c/o Perkins Coie LLP		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4800		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	64650-0003		
<b>NAME OF SUBMITTER:</b>	Makalika Naholowaa		
<b>Signature:</b>	/Makalika D. Naholowaa/		

CH \$65.00 85258643

Date:

06/22/2011

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 21, 2011 ("Effective Date") by and between Natural Food Holdings, LLC ("Assignor") and Niman Ranch, Inc. a California corporation ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and service marks which are the subject of the applications and registrations set forth on Schedule A (the "Marks");

**WHEREAS**, Assignor, Assignee and NFH Holdco, Inc. have entered into that certain Purchase and Sale Agreement dated May 17, 2011 (the "Purchase Agreement") pursuant to which NFH Holdco, Inc. purchased from Assignor all of the outstanding shares of capital stock of Assignee;

**WHEREAS**, the Marks are used in connection with the business currently conducted by Assignee, which business is ongoing; and

**WHEREAS**, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Marks, together with the goodwill associated with the Marks and that portion of the business related thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, all common law rights associated therewith, any registrations that issue from the Marks, any renewals and extensions of such registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of New York.

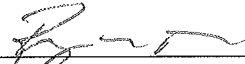
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[END OF PAGE]**  
**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**NATURAL FOOD HOLDINGS, LLC**

By:   
Name: Ryan Bohr  
Title: Vice President

**SCHEDULE A TO  
TRADEMARK ASSIGNMENT**

<b>Mark</b>	<b>Status</b>	<b>Reg./App. #</b>	<b>Reg./App. Date</b>	<b>Record Owner</b>
NATURAL FOOD HOLDINGS	Pending	85/258,643	March 4, 2011	Natural Food Holdings, LLC
NATURAL FOOD HOLDINGS & Design	Pending	85/258.639	March 4, 2011	Natural Food Holdings, LLC

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