

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pic-A-Nut Company		07/18/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	JL Manufacturing, LLC		
Street Address:	26661 Bunert Rd.		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48089		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0739810	PIC-A-NUT	
Registration Number:	1248524	PRIDE OF CALIFORNIA	
Registration Number:	1198137	OLD FAVORITE	
Registration Number:	1651985	THE PIC-A-NUT GANG & PALS THE ORIGINAL PIC-A-NUT BRAND FINEST QUALITY	
CORRESPONDENCE DATA			
Fax Number:	(248)689-4071		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-689-3500		
Email:	stevens@reising.com		
Correspondent Name:	James D. Stevens		
Address Line 1:	P.O. Box 4390		
Address Line 4:	Troy, MICHIGAN 48099-4390		
ATTORNEY DOCKET NUMBER:	7663-3000-1		
NAME OF SUBMITTER:	James D. Stevens, Reg. No. 35691		

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TRADEMARK
REEL: 004588 FRAME: 0204

Signature:	/James D. Stevens/
Date:	07/21/2011
Total Attachments: 3 source=TrademarkAssignment-signed#page1.tif source=TrademarkAssignment-signed#page2.tif source=TrademarkAssignment-signed#page3.tif	

TRADEMARK ASSIGNMENT

This Assignment is entered into by and between Pic-A-Nut Company ("Pic-A-Nut"), a Michigan corporation, with its principal place of business at 7001 Chicago Rd., Warren, MI, 48092, and JL Manufacturing, LLC ("JLM"), a Michigan limited liability company, having its principal place of business at 26661 Bunert Rd., Warren, MI, 48089.

This Assignment is entered into in conjunction with the Asset Purchase Agreement ("Purchase Agreement"), by and between Pic-A-Nut, Dean J. Champagne, George J. Champagne, Chris J. Champagne, Yvonne Galbo, and Costas Sambanis, Shareholders of 100% of Pic-A-Nut's common stock, and JLM.

As used herein, the meaning of the term "trademark" includes marks used both on goods as well as marks used in conjunction with services (i.e., service marks).

RECITALS

WHEREAS, Pic-A-Nut and JLM are concurrently herewith entering into the Purchase Agreement by which JLM is purchasing certain of Pic-A-Nut's business assets;

WHEREAS, Pic-A-Nut has adopted, used, is using, and is the owner of the following marks (the "Pic-A-Nut Marks") that are registered as trademarks with the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
PIC-A-NUT	739,810	10/23/1962
PRIDE OF CALIFORNIA	1,248,524	08/16/1983
OLD FAVORITE	1,198,137	06/15/1982
THE PIC-A-NUT GANG AND PALS	1,651,985	07/23/1991
THE ORIGINAL PIC-A-NUT BRAND FINEST QUALITY		

WHEREAS, JLM is desirous of acquiring the Pic-A-Nut Marks and the goodwill of said marks in conjunction with its purchase of Pic-A-Nut's business assets;

NOW, THEREFORE, based on the foregoing premises and the consideration set forth in the Purchase Agreement, the undersigned parties hereto agree as follows:

1. ASSIGNMENT

1.1 Pic-A-Nut hereby assigns to JLM all right, title and interest in the United States in and to the Pic-A-Nut Marks, including the right to sue for damages for all past infringement occurring prior to the execution date of this Assignment, together with the goodwill associated with the marks and symbolized by the marks and registrations thereof.

2. REPRESENTATIONS AND WARRANTIES

2.1 Pic-A-Nut represents and warrants that it owns the Pic-A-Nut Marks and the registrations covering the Pic-A-Nut Marks. Pic-A-Nut further represents and warrants that it has the power and authority to grant the assignment of Section 1 and that it has not and will not grant any rights inconsistent the assignment of Section 1.

2.2 Pic-A-Nut represents and warrants that, to the best of its knowledge, the use of the Pic-A-Nut Marks being assigned under Section 1 does not infringe any rights of any third parties. Pic-A-Nut further represents and warrants that it is not aware of any infringement or unauthorized use by any third party of the Pic-A-Nut Marks or the rights assigned under Section 1.

2.3 JLM represents and warrants that it has the power and authority to enter into this Assignment.

3. TERMINATION

3.1 This Assignment is effective upon closing of the Purchase Agreement.

4. GENERAL

4.1 Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

4.2 Submission to Jurisdiction. Each of the parties submits to the jurisdiction of the Macomb County Circuit Court and the Federal District Court for the Eastern District of Michigan, United States of America in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

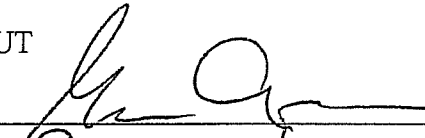
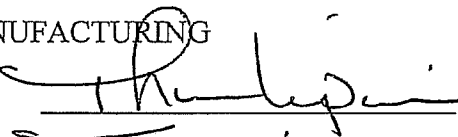
4.3 Waiver and Modification. Failure by either party to enforce any provision of this Assignment will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Assignment will be effective only if in writing and signed by both parties.

4.4 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Assignment to be unenforceable, that provision of this Assignment will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Assignment will continue unmodified except as necessary to avoid unfairness.

4.5 Assignment. This Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and assigns. Each party agrees that it will execute any further documents requested by JLM to provide JLM with the full rights and benefits of ownership, use, and enforcement of the Pic-A-Nut Marks.

4.6 Entire Agreement. This Assignment and the Purchase Agreement represent the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior correspondence, quotations and negotiations.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their undersigned, duly authorized representatives.

PIC-A-NUT		JL MANUFACTURING	
BY		BY	
NAME	<u>George Charpa</u>	NAME	<u>Thomas Lipari</u> , <i>President of Lipari Feed, Inc</i>
TITLE	<u>President</u>	TITLE	<u>Member of JL Manufacturing LLC</u>
DATE	<u>7-18-11</u>	DATE	<u>7-18-11</u>