

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
Sun Garden-Gangi, LLC		09/07/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Teasdale Quality Foods, Inc.		
Street Address:	901 Packers Street		
City:	Atwater		
State/Country:	CALIFORNIA		
Postal Code:	95301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3207972	EMILIO'S	
Registration Number:	3207973	AUNT PENNY'S	
Registration Number:	3345654	EMILIO'S	
Registration Number:	3345655	AUNT PENNY'S	
Registration Number:	3675790	TEASDALE	
Registration Number:	1546605	TEASDALE	
CORRESPONDENCE DATA			
Fax Number:	(212)259-6333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)259-7132		
Email:	ptodocket@dl.com		
Correspondent Name:	Dewey & LeBoeuf LLP		
Address Line 1:	1301 Avenue of the Americas		
Address Line 2:	Elizabeth Thomsen		
Address Line 4:	New York, NEW YORK 10019		

CH \$165.00 3207972

ATTORNEY DOCKET NUMBER:	103441.2
NAME OF SUBMITTER:	Elizabeth Thomsen
Signature:	/Elizabeth Thomsen/
Date:	09/08/2011
Total Attachments: 5 source=!TMA#page1.tif source=!TMA#page2.tif source=!TMA#page3.tif source=!TMA#page4.tif source=!TMA#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 7, 2011 (the "Effective Date"), is made by and between **Sun Garden-Gangi Canning Company, LLC**, a California limited liability company (the "Assignor"), and **Teasdale Quality Foods, Inc.**, a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor pursuant to the terms and conditions contained therein; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to sell, assign, transfer and convey to Assignee all of Assignor's legal, beneficial and other right, title and interest in and to the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks") upon the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignee and the Assignor hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of the Assignor's legal, beneficial and other right, title and interest throughout the world in and to the Assigned Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including all common law, statutory and other rights therein, including, without limitation, the right to apply for a trademark registration for any of the Assigned Trademarks in the United States or outside the United States based, in whole or in part, upon any of the Assigned Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Assigned Trademarks, and every priority right that is or may be predicated upon or arise from any of the Assigned Trademarks, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and Representatives, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this sale, assignment, transfer and conveyance not been made, together with all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of any of the Assigned Trademarks, and all rights to sue for and collect damages, profits, injunctive relief and royalties for all past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Assigned Trademarks.

2. Recordation. The Assignor hereby authorizes Assignee to record this Assignment with the United States Patent and Trademark Office ("PTO") and hereby authorizes and requests the Commissioner of the PTO to transfer the ownership of all applications and registrations for the Assigned Trademarks to the Assignee as owner of all right, title, and interest

therein, and to issue to the Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Trademarks.

3. Further Actions. The Assignor hereby covenants and agrees, at the Assignee's expense, to execute and deliver, at the request of the Assignee, such further instruments of sale, transfer, assignment and conveyance and to take such other action as the Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Assignment; Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile signatures shall be treated as if they were originals.

7. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (OTHER THAN THE CHOICE OF LAW PRINCIPLES THEREOF THAT IF APPLIED WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

SUN GARDEN-GANGI CANNING
COMPANY, LLC

By: Melanie Jones

Name: Melanie Jones

Title: President/CEO

TEASDALE QUALITY FOODS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**SUN GARDEN-GANGI CANNING
COMPANY, LLC**

By: _____

Name:

Title:

TEASDALE QUALITY FOODS, INC.

By: _____

Name: *Luis Zaldivar*

Title: *VP + TREASURER*

SCHEDULE A

<u>TRADEMARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>NEXT DUE DATE</u>
TEASDALE	Sun Garden-Gangi Canning Company, LLC	Mexico	571620	12/19/2017
TEASDALE	Sun Garden-Gangi Canning Company, LLC	Mexico	571621	12/19/2017
TEASDALE	Sun Garden-Gangi Canning Company, LLC	Mexico	571622	12/19/2017
TEASDALE	Sun Garden-Gangi Canning Company, LLC	Mexico	571623	12/19/2017
EMILIO'S	Sun Garden-Gangi Canning Company, LLC	U.S.	3,207,972	2/13/2013
AUNT PENNY'S	Sun Garden-Gangi Canning Company, LLC	U.S.	3,207,973	2/13/2013
EMILIO'S	Sun Garden-Gangi Canning Company, LLC	U.S.	3,345,654	11/27/2013
AUNT PENNY'S	Sun Garden-Gangi Canning Company, LLC	U.S.	3,345,655	11/27/2013
TEASDALE	Sun Garden-Gangi Canning Company, LLC	U.S.	3,675,790	9/1/2015
TEASDALE	Sun Garden-Gangi Canning Company, LLC	U.S.	1,546,605	7/4/2019