

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
Les Importations De-Ro-Ma (1983) Ltee		08/03/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	SB Glutino, L.P.		
Composed Of:	COMPOSED OF Smart Balance, Inc., its general partner		
Street Address:	115 West Century Road		
Internal Address:	Suite 260		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3989209	GLUTINO	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	139986.00195		
NAME OF SUBMITTER:	Marta S. Levine		

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TRADEMARK

Signature:	/MartaLevine/
Date:	09/22/2011
Total Attachments: 5 source=TM Assignment Glutino#page1.tif source=TM Assignment Glutino#page2.tif source=TM Assignment Glutino#page3.tif source=TM Assignment Glutino#page4.tif source=TM Assignment Glutino#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with all Schedules hereto, this "IP Assignment"), effective as of August 2, 2011, is made by and between Importations DE-RO-MA (1983) Ltée, a Canadian corporation ("Assignor"), and SB Glutino, L.P., a Delaware limited partnership ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right title and interest in and to (i) the trademarks listed on Schedule A hereto (the "Marks") and (ii) the Internet domain name registrations and associated websites listed on Schedule B hereto (the "Websites");

WHEREAS, this Agreement is entered into concurrent with that certain Contribution Agreement dated as of the date hereof between Assignor and Assignee; and

WHEREAS, Assignor desires to transfer, assign and convey to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title and interest in and to the Marks and the Websites, all on the terms and conditions set forth in this IP Assignment;

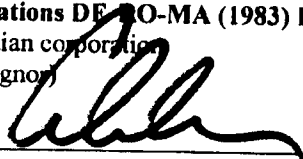
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1 Assignment and Transfer.** Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, free and clear of all liens or other encumbrances, and Assignee accepts, all of Assignor's entire worldwide right, title and interest in and to the Marks and the Websites, together with all goodwill connected with the use thereof, symbolized thereby, and associated therewith, all intellectual property and other rights embodied therein as provided by the laws of any nation or by international conventions and treaties, all rights of priority and renewals, all income, royalties, damages, payments or other revenue now or hereafter due, attributable, or payable with respect thereto, and all causes of action (either in law or in equity) and all rights to sue, counterclaim, and recover for past, present and future infringement, dilution, misappropriation, unlawful imitation, or other violation thereof.
- 2 Further Assurances.** Assignor shall timely execute and deliver any additional documents and perform all additional acts as are reasonably necessary or appropriate in order to perfect, record, assure, or otherwise confirm this IP Assignment and Assignee's right, title and interest in and to the Marks and the Websites in every jurisdiction worldwide or otherwise to carry out the intent and purposes of this IP Assignment.
- 3 Authorization to Record.** The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, the Copyright Office of the United States, the corresponding entities or agencies in any applicable foreign countries, and all applicable domain name registries to record Assignee as the assignee and owner of all registrable or recordable intellectual property embodied in the Marks and the Websites.

- 4 **Governing Law.** This Agreement shall be construed under, and governed in accordance with, the laws of the State of New York (excluding conflicts of laws rules and principles).
- 5 **Counterparts.** This IP Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

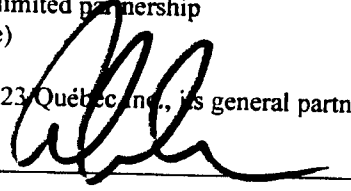
IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be duly executed on their behalf.

Importations DE MO-MA (1983) Ltée
a Canadian corporation
(as Assignor)

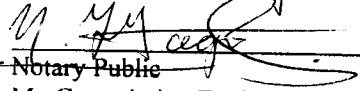
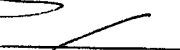
By: 
Name:
Title:

SB Glutino, L.P.
a Delaware limited partnership
(as Assignee)

By: 9249-2123 Québec inc., its general partner

By: 
Name:
Title:

Sworn to and subscribed before me
this 3rd day of August, 2011.

Attorney 
Notary Public
My Commission Expires: 

Fotini Gayourdakis (3008789)

SCHEDULE A

MARKS

Country	Trademark	Reg./App. No.	Reg./Filing Date	Goods/Int. Class
Canada	GLUTEN FREE PANTRY	(1510432)	(01/07/2011)	Gluten-free food products, namely, flour, sugar, mixes for bakery goods, namely, cake mixes, muffin mixes, bread mixes. Bakery goods, namely, bread, food bars, namely granola bars, cereal-based bars, breakfast cereals, doughnuts, breadcrumbs, cookies, crackers, candy bars.
Canada	GLUTINO	TMA471086	02/17/1997	Bread mix, pastas, toasted bread, crackers, cookies, breads, pizza, cakes, flours, soups
European Community	GLUTEN FREE PANTRY	9003112	10/26/2010	Class:05 Dietetic food not adapted for medical use, especially for people allergic to gluten-based goods. Class:29 Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jams, jellies, compotes; eggs, milk and milk products; edible oils and fats, milk beverages where milk predominating, prepared meals based on the above products. Class: 30 Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, rusks, pastry and confectionery, biscuits, waffles, pasta, gingerbread, ices, honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice, gruel for foods, dessert, prepared meals based on the above products. Class: 31 Agricultural, horticultural and forestry products neither prepared, nor transformed; live animals; fresh fruits and vegetables; foodstuffs for animals, grains (seeds)
United States	GLUTINO	(85/168369)	(11/03/2010)	Class: 029 Frozen entrees consisting primarily of poultry Class: 030 Bread, frozen pizza, organic grain-based food bars, cereal-based food bars, wafers, breakfast cereals, doughnuts, breadcrumbs, candy bars, cookies, crackers, cake mixes, muffin mixes, frozen entrees consisting primarily of pasta

SCHEDULE B

WEBSITES

Glutino.com