

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
Fritz Company, Inc.		11/07/2011	CORPORATION: MINNESOTA
Fritz Sales Worldwide, Inc.		11/07/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Trudeau Foods, LLC		
Street Address:	25 West Cliff Road		
Internal Address:	Suite 115		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55337		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1757091	FRITZIE FRESH	
Registration Number:	2912935	FRITZIE FRESH	
CORRESPONDENCE DATA			
Fax Number:	(312)236-7516		
Phone:	312-368-4000		
Email:	mary.wysocki@dlapiper.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:	Jennifer E. Lacroix		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	367506-1		
NAME OF SUBMITTER:	Jennifer E. Lacroix		

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TRADEMARK
REEL: 004656 FRAME: 0341

Signature:	/Jennifer E. Lacroix/
Date:	11/07/2011
Total Attachments: 5 source=Fritz Assignment of Intellectual Property (2)#page1.tif source=Fritz Assignment of Intellectual Property (2)#page2.tif source=Fritz Assignment of Intellectual Property (2)#page3.tif source=Fritz Assignment of Intellectual Property (2)#page4.tif source=Fritz Assignment of Intellectual Property (2)#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of November 7, 2011, by and among Fritz Sales Worldwide, Inc., a Minnesota corporation, Fritz Company, Inc., a Minnesota corporation (together, "Assignor"), and Trudeau Foods, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Letter Agreement dated as of even date herewith (the "Agreement");

WHEREAS, Assignor may have certain rights in all world-wide intellectual property rights of Assignor including, but not limited to: (a) all inventions, developments, discoveries, concepts and ideas (whether or not patentable and whether or not reduced to practice) and all patents, patent applications, patent disclosures and all related continuations, divisionals, continuations-in-part, reissues, reexaminations, utility models, certificates of invention, industrial designs, and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (b) all registered and unregistered trademarks, service marks, domain names, trade dress and product configurations, logos, trade names, together with all goodwill associated with any of the foregoing, and all registrations and applications therefor, including all extensions, modifications, and renewals of same, (c) all works of authorship and other copyrightable materials, whether published, unpublished, registered or unregistered, and applications for registration thereof, (d) all internet domain names and registration rights, (e) all trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, including to the extent applicable know-how, formulas, drawings and technical plans, schematics, prototypes, designs, models, unpublished works of authorship, data and databases, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information and (f) all other proprietary rights relating to any of the foregoing (hereinafter collectively referred to as the "Intellectual Property"), including the Intellectual Property identified on **Schedule A**; and

WHEREAS, Assignor desire to assign the Intellectual Property to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for the good and valuable consideration of Ten Dollars (\$10.00), to it in hand paid by Assignee, and other good and valuable consideration paid to and received by Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and convey to Assignee all Assignor's right, title and interest in, to and under the Intellectual Property, together with any goodwill of Assignor's business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

FURTHER, for the good and valuable consideration recited above, Assignor hereby agrees to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Intellectual Property including, without limitation, causing Assignor's agents, employees, representatives and/or third party contractors ("**Assignor's Parties**") to execute appropriate instruments to secure, register, verify, validate, effect, maintain, renew or defend Assignee's rights in and to the Intellectual Property. Further, Assignor shall not contest, deny or take any action inconsistent with Assignee's ownership in or validity of the Intellectual Property or any of the related intellectual property including, without limitation, any patent, copyright, trademark, service mark, trade secret or other proprietary right arising from, related to or associated with the Intellectual Property. In the event that Assignee is unable to secure Assignor's or Assignor Parties' signature on any documents including, without limitation, assignments, patent applications or any other documents deemed necessary by Assignor, in their sole discretion, to carry out the purposes of this paragraph, Assignor hereby irrevocably designates and appoints Assignee or its designee(s) as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any such document.

FURTHER, Assignor hereby represents and warrants to Assignee that the representations and warranties relating to the Intellectual Property in Section 10(e) of the Agreement are true and accurate.

AND, FURTHER, Assignor hereby represents and warrants that there is no actual or threatened litigation relating to the Intellectual Property, and to its knowledge, no infringements of the Intellectual Property.

[Signature Page Follows]

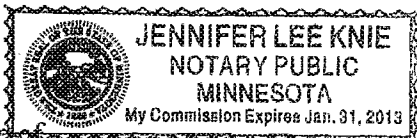
IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of November __, 2011.

FRITZ COMPANY, INC.

FRITZ SALES WORLDWIDE, INC.

By: [Signature]
Name: Elizabeth A. Fritz-Hoekstra
Title: President

By: [Signature]
Name: Elizabeth A. Fritz-Hoekstra
Title: President



State of Minnesota }
County of Dakota } SS

On this 7th day of November, 2011, before me, a Notary Public in and for the County and State aforesaid, appeared Elizabeth A. Fritz - Hoekstra, to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Notary Public: Jennifer L. Knie
My Commission Expires: January 31st 2013

SCHEDULE A

INTELLECTUAL PROPERTY

Table 1: TRADEMARKS

Trademark	Jurisdiction	Status	Registration No.	Registration Date	Owner Name
FRITZIE FRESH – REALLY FRESH	Minnesota State	Registered	3460 (Renewal Registration No. 27050)	June 17, 1968	Fritz Company, Inc.
FRITZIE FRESH (word)	U.S.	Registered	1757091	March 9, 1993	Fritz Company, Inc.
FRITZIE FRESH (word and design)	U.S.	Registered	2912935	December 21, 2004	Fritz Company, Inc.
FRITZIE FRESH SHARING FUN SINCE 1940 (word and design)	U.S.	Not Registered			Fritz Company, Inc.
GARDEN AVENUE BAKERY	U.S.	Not registered			Fritz Company, Inc.

Table 2: DOMAIN NAMES

Domain Name	Registrant/Account Owner	Creation Date	Expiration Date
FRITZIEFRESH.COM	Fritz Company	October 16, 1997	October 15, 2011