

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
Vine Ripe, Inc.		12/16/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Bushel Boy Farms, LLP
Street Address:	215 32nd Ave. SW
City:	Owatonna
State/Country:	MINNESOTA
Postal Code:	55060-4845
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2119666	BUSHEL BOY
Registration Number:	2967559	BABY BOYS
Registration Number:	3757073	MINNESOTA'S BUSHEL BOY
Registration Number:	3757072	MINNESOTA'S TOMATO MINNESOTA'S BUSHEL BOY LOCALLY GROWN

CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
Phone:	312-902-5665
Email:	becky.williams@kattenlaw.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:	Becky A. Williams
Address Line 1:	525 W. Monroe Street, Suite 1900
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	344150-00005
--------------------------------	--------------

CH \$115.00 2119666

NAME OF SUBMITTER:	Becky A. Williams
Signature:	/baw/
Date:	12/21/2011
Total Attachments: 3 source=Bushel Boy Trademark Assignment#page1.tif source=Bushel Boy Trademark Assignment#page2.tif source=Bushel Boy Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS Trademark Assignment is made as of this 16th day of December, 2011, by Vine Ripe, Inc., a Minnesota corporation, having a principal place of business at 215 32nd Avenue Southwest, Owatonna, Minnesota 55060 (“**Assignor**”), to Bushel Boy Farms, LLP, a Delaware limited liability partnership, having a principal place of business at 215 32nd Ave. SW, Owatonna, Minnesota 55060-4845 (“**Assignee**”).

WHEREAS, Assignor desires to transfer and assign to Assignee the trademarks set forth on Schedule A attached hereto, for which it has obtained registrations in the United States Patent and Trademark Office and/or with the Minnesota Secretary of State (hereinafter the “**Marks**”), along with the goodwill of the business developed through the use of and symbolized by the Marks; and

WHEREAS, Assignee desires to acquire the entire rights, title and interest in and to the Marks, the U.S. federal and/or state registrations therefor, any foreign registrations associated therewith, and the goodwill of the business connected with the use of and symbolized by the Marks.

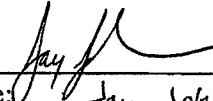
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee Assignor’s entire rights, title, and interest in, to and under the Marks and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks. All rights and privileges associated with the Marks, including the right to sue for and receive all damages from any past or future infringements or other violations of the Marks, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor hereby covenants and agrees with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with the rights granted hereunder, and that Assignor and its successors and assigns shall, at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, or its successors or assigns, may deem necessary or desirable to perfect Assignee’s enjoyment of this grant.

[Signature Page Follows]

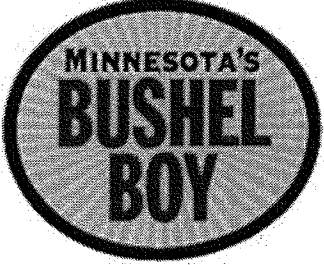

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first written above.

VINE RIPE, INC.

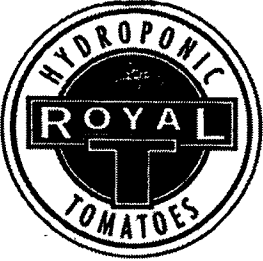
By: 
Name: Jay Johnson
Title: President

SCHEDULE A

U.S. Federal Trademark Registrations

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
BUSHEL BOY	2,119,666	09-Dec-1997
BABY BOYS	2,967,559	12-Jul-2005
	3,757,073	09-Mar-2010
	3,757,072	09-Mar-2010

Minnesota State Trademark Registrations

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
MINNESOTA GREENS LIVE LETTUCE	2664671-2	14-Jan-2008
MINNESOTA'S TOMATO	20676	30-Apr-2003
	17740	21-May-1991