

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Country Fresh, Inc.		11/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Country Fresh, LLC		
Street Address:	616 FM 1960 West, Suite 675		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77073		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3854563	FRESH COUNTS	
Registration Number:	3895453	SNACK SENSATIONS	
CORRESPONDENCE DATA			
Fax Number:	(214)999-3623		
Phone:	214-999-4487		
Email:	jfulmer@gardere.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:	Gardere Wynne Sewell LLP/Jason R. Fulmer		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	134193-6000		
NAME OF SUBMITTER:	Jason R. Fulmer		
Signature:	/Jason R. Fulmer/		

OP \$65.00 3854563

Date:

01/03/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), effective as of November 30, 2011 (the "*Effective Date*"), is by and between Country Fresh, Inc., a Delaware corporation ("*Assignor*"), and Country Fresh, LLC, a Delaware limited liability company ("*Assignee*"). Assignor and Assignee are sometimes collectively referred to herein as the "*Parties*."

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks set forth on Exhibit A attached hereto, together with all goodwill associated therewith (hereinafter, collectively the "*Marks*"); and

WHEREAS, Assignor desires to assign and transfer all of its rights, title, and interest in, to, and under the Marks to Assignee, and Assignee desires to acquire all of Assignor's rights, title, and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's rights, title, and interest in, to, and under the Marks, together with the goodwill associated therewith. Such rights, title, and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

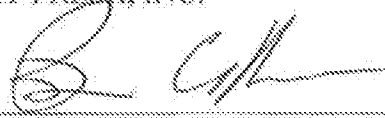
2. Recordation and Further Assurances. Assignee shall record this Assignment with the United States Patent and Trademark Office and shall execute and deliver to Assignee all such further instruments, assignments, assurances, and other documents, and perform such other acts as may be necessary or appropriate to more fully assign and convey to and vest in Assignee the rights herein assigned.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

COUNTRY FRESH, INC.

By: 
Bryan Herr, President

ASSIGNEE:

COUNTRY FRESH, LLC

By: 
Bryan Herr, President

Exhibit A
Marks

Trademark	Serial No.	Filing Date	Registration Number	Registration Date	Use
Fresh Counts	77733766	05/11/2009	3,854,563	9/28/2010	Portion controlled services of fresh-cut, ready-to-eat foods, namely fruits and vegetables that are low in calories, convenient, and nutritious
Snack Sensations	77954007	03/09/2010	3,895,453	12/21/2010	Fresh-cut fruits and vegetables