

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
Epic Roots, LLC		11/06/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NewStar Fresh Foods, LLC		
Street Address:	900 Work Street		
City:	Salinas		
State/Country:	CALIFORNIA		
Postal Code:	93901		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3943990	EPIC ROOTS	
Serial Number:	85325445	EPIC ROOTS EURO-MACHE	
Registration Number:	3092984	EPIC ROOTS MACHE MIX	
Registration Number:	2823505	EPIC ROOTS	
Registration Number:	2711469	MACHE MAN	
Registration Number:	2754635	MACHE AN HEIRLOOM SALAD	
CORRESPONDENCE DATA			
Fax Number:	(415)457-2822		
Phone:	415-457-2040		
Email:	info@hiaringsmith.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:	Anne Hiaring Hocking		
Address Line 1:	101 Lucas Valley Road, Suite 300		
Address Line 4:	San Rafael, CALIFORNIA 94903		

OP \$165.00 3943990

TRADEMARK

ATTORNEY DOCKET NUMBER:	BIG IDEA
NAME OF SUBMITTER:	Anne Hiaring Hocking
Signature:	/anne hiaring hocking/
Date:	01/10/2012
Total Attachments: 10 source=Epic Roots to NewStar Assignment - FINAL#page1.tif source=Epic Roots to NewStar Assignment - FINAL#page2.tif source=Epic Roots to NewStar Assignment - FINAL#page3.tif source=Epic Roots to NewStar Assignment - FINAL#page4.tif source=Epic Roots to NewStar Assignment - FINAL#page5.tif source=Epic Roots to NewStar Assignment - FINAL#page6.tif source=Epic Roots to NewStar Assignment - FINAL#page7.tif source=Epic Roots to NewStar Assignment - FINAL#page8.tif source=Epic Roots to NewStar Assignment - FINAL#page9.tif source=Epic Roots to NewStar Assignment - FINAL#page10.tif	

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of November 6, 2011, by and between EPIC ROOTS, LLC, a California limited liability company ("Seller") and NewStar Fresh Foods, LLC, a California limited liability company ("Buyer").

RECITALS

- A. WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement dated October 14, 2011 (the "APA") under which Seller agreed to sell, assign and transfer, and Buyer agreed to purchase, assume and receive, all right, title and interest in and to certain assets, contracts, leases and loans used in or otherwise part of the operation of Seller's business.
- B. WHEREAS, the parties hereto desire to consummate the transfer, assignment and assumption described in the APA.

The parties agree as follows:

1. **SALE OF ASSETS.** Seller hereby sells and assigns to Buyer, and Buyer hereby purchases and assumes from Seller, those certain assets and liabilities more particularly defined in the APA and referred to therein as the Assets, the Loans, the Leases and the Accepted Contracts, free and clear of all liabilities except for those certain liabilities set forth in the APA and assumed by Buyer. Capitalized terms not otherwise defined herein shall have the meanings assigned them in the APA, and such definitions, including exhibits where applicable, are incorporated herein in their entirety with the capitalized reference.
2. **PURCHASE PRICE.** Seller hereby acknowledges (i) the receipt of the B1H Shares as partial consideration for this Agreement, and (ii) the adequacy of the total consideration once the post-closing cash payment is made by Buyer to Seller for the Crops in Ground and Packaging Inventory as more particularly defined in paragraph 6.1.2 of the APA.
3. **AS-IS SALE.** Except as otherwise specified in the APA, Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Assets on an "as is with all faults" basis. Except as expressly provided in the APA, Seller makes no warranty of any sort to Buyer regarding the assets transferred herein, its operability or fitness for Buyer's purpose. Seller specifically disclaims any warranty of merchantability or fitness for any particular purpose. Buyer further acknowledges that Buyer is not relying on any warranties or representations of any kind whatsoever, express or implied, by Seller or its agents as to any matters concerning the assets transferred herein except as expressly provided in the APA.
4. **FURTHER ASSURANCES.** Seller agrees that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control

of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the Assets intended to be transferred and assigned to Buyer.

Executed and agreed to on this 6th day of November 2011 in Salinas, Monterey County, California.


SELLER:

EPIC ROOTS, LLC, a California limited liability company

By: 
TODD KOONS, President of
Epic Roots, Inc., Member

BUYER:

NEWSTAR FRESH FOODS, LLC, a California limited liability company

By: 
MARK DREVER, Authorized Manager

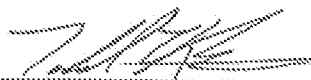
ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that Epic Roots, LLC, a body politic and limited liability company having a principal office and place of business at 24560 Silver Cloud Ct., Suite 104, Monterey, CA 93940, United States of America (hereinafter called the "Assignor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration to it paid by NewStar Fresh Foods, LLC a body politic and California limited liability company having a principal office and place of business at 900 Work St., Salinas, CA 93901, United States of America (hereinafter called the "Assignee"), the receipt whereof is hereby acknowledged, has agreed to sell, assign and transfer and does hereby sell, assign and transfer unto the said Assignee all of its right, title and interest in Canada in and to the trade-marks shown in the attached Schedule and the Canadian trademark mark registrations relating thereto.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf this 6th day of November, 2011.

EPIC ROOTS, LLC

[corporate seal]

By: 
<Signature>

Name: Todd L. Koops
<Printed Name>

Its: Manager
<Title>

SCHEDULE

Registration No.

Trade Mark


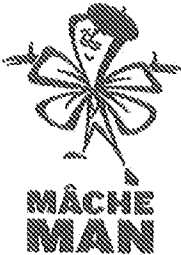
TMA 794578

EPIC ROOTS

TMA 794579

EPIC ROOTS & Design

LISTING OF ALL TRADEMARKS REGISTERED BY EPIC ROOTS LLC

Mark	Reg.No.	Issue Date
EPIC ROOTS EURO-MACHE (Pending ITU, Serial No. 85/325,445, Filed 19-MAY-2011)	n/a	n/a
EPIC ROOTS	3,943,990	12-APR-2011
EPIC ROOTS MACHE MIX	3,092,984	16-MAY-2006
EPIC ROOTS & Design 	2,823,505	16-MAR-2004
MACHE MAN & Design (Cancelled 05-DEC-2009) 	2,711,469	29-APR-2003
MACHE AN HEIRLOOM SALAD	2,754,635	19-AUG-2003

**ASSIGNMENT OF TRADEMARKS
and TRADEMARK REGISTRATIONS**

WHEREAS Epic Roots, LLC ("Registrant"), with principal place of business at 24560 Silver Cloud Ct., Suite 104, Monterey, CA 93940, is the owner of the United States trademark registrations listed below, (the "Marks"):

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
EPIC ROOTS	3,943,990	12-APR-2011
EPIC ROOTS MACHE MIX	3,092,984	16-MAY-2006
EPIC ROOTS & Design	2,823,505	16-MAR-2004



MACHE AN HEIRLOOM SALAD	2,754,635	19-AUG-2003
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And,

WHEREAS NewStar Fresh Foods, LLC ("Assignee"), a California Limited Liability Company with an address at 900 Work St., Salinas, CA 93901, has acquired that portion of the goodwill of the business of Registrant associated with the Marks, including the registrations, and is the successor in interest to that portion of business of the Registrant to which the marks pertain pursuant to Section 10 of the Lanham Act, 15 U.S.C. 1060.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Registrant hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of that portion of the business to which the Marks apply, and the above Certificates of Registration therefor.

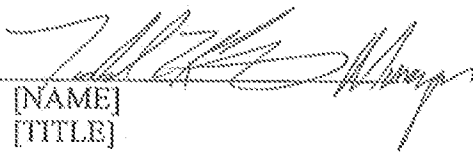
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The record of this assignment shall be entered in the records of the United States Patent and Trademark Office.

EPIC ROOTS, LLC

By: 
[NAME]
[TITLE]

Dated: 4/6/11

ASSIGNMENT OF INTENT TO USE TRADEMARK APPLICATION

WHEREAS Epic Roots, LLC ("Applicant"), with its principal place of business at 24560 Silver Cloud Ct., Suite 104, Monterey, CA 93940, is the owner of the United States trademark application listed below, (the "Mark"): and whereas Applicant has a bona fide intent to use the Mark on fresh produce and is in the fresh produce business:

<u>Mark</u>	<u>Ser. No.</u>	<u>Issue Date</u>
EPIC ROOTS EURO-MACHE	85/325,445	19-MAY-2011

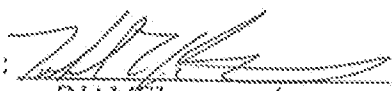
And,

WHEREAS NewStar Fresh Foods, LLC ("Assignee"), a California Limited Liability Company with an address at 900 Work St., Salinas, CA 93901, has acquired that portion of the goodwill of the business of Applicant associated with the Marks, including the application and all the goodwill associated with that application, and is the successor in interest to that portion of business of the Applicant to which the mark pertains, the business of which is ongoing and existing, pursuant to Section 10 of the Lanham Act, 15 U.S.C. 1060; and whereas Assignee also has a bona fide intent to use the Mark on fresh produce and is in the fresh produce business;

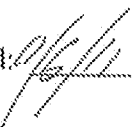
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Applicant hereby assigns to Assignee all right, title, and interest in and to the Mark, together with the goodwill of that portion of the business to which the Mark applies, and the above trademark application therefor.

The record of this assignment shall be entered in the records of the United States Patent and Trademark Office.

EPIC ROOTS, LLC

By: 

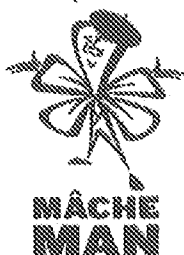
[NAME]
[TITLE] *Manager*

Dated: 

**ASSIGNMENT OF TRADEMARKS
and RIGHTS IN COMMON LAW TRADEMARKS**

WHEREAS Epic Roots, LLC ("Registrant"), with principal place of business at 24560 Silver Cloud Ct., Suite 104, Monterey, CA 93940, is the owner of the United States common law trademarks listed below, (the "Marks") and has used these marks in commerce:

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
MACHE MAN & Design (Cancelled 05-DEC-2009)	2,711,469	29-APR-2003



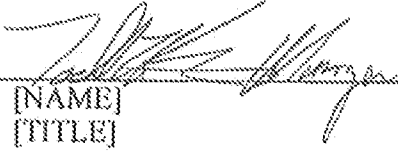
EPIC ROOTS MACHE ROSETTES
MACHE MIX SALADE AUX HERBES
MACHE MIX SALADE EUROPEEN
MACHE MIX RED ROMANCE
EPIC ROOTS CHARD MIX
MACHE

And,

WHEREAS NewStar Fresh Foods, LLC ("Assignee"), a California Limited Liability Company with an address at 900 Work St., Salinas, CA 93901, has acquired that portion of the goodwill of the business of Registrant associated with the Marks, including the common law rights, and is the successor in interest to that portion of business of the Registrant to which the marks pertain pursuant to Section 10 of the Lanham Act, 15 U.S.C. 1060.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Registrant hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill of that portion of the business to which the Marks apply, and the above common law rights therefor.

EPIC ROOTS, LLC

By: 
[NAME]
[TITLE]

Dated: 