

## 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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Flavor-Pic Tomato Co., Inc.</td> <td></td> <td>03/14/2012</td> <td>CORPORATION: ALABAMA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Flavor-Pic Tomato Co., Inc.		03/14/2012	CORPORATION: ALABAMA																
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CORRESPONDENCE DATA																											
Fax Number: 2054885891																											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone: 205-226-3404																											
Email: ppsmith@balch.com																											
Correspondent Name: Pamela Smith																											
Address Line 1: 1901 Sixth Avenue North																											
Address Line 2: Suite 1500																											
Address Line 4: Birmingham, ALABAMA 35203																											
NAME OF SUBMITTER:	Pamela Smith																										
Signature:	/ppsmith/																										
Date:	05/23/2012																										
Total Attachments: 2																											
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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), effective March 14, 2012 is entered into by and between Flavor-Pic Tomato Co., Inc., an Alabama corporation having a place of business at 420 Finley Avenue West, Birmingham, Alabama 35204 ("Flavor-Pic"), and Handy Candy LLC, an Alabama limited liability company having a place of business at 300 Shoal Creek Road, Hayden, Alabama 35079 ("Handy Candy").

WHEREAS, Flavor-Pic has determined it is in the best interests of Flavor-Pic to form Handy Candy to conduct the business and operation of the business related to packaged fresh fruits and vegetables and packaged fresh fruit and vegetable snacks under the trademarks HANDY CANDY and the Handy Candy logo described herein (the "Handy Candy business") and pursuant to such formation, Flavor-Pic has agreed to transfer such business and the goodwill related thereto to Handy Candy as set forth herein;

WHEREAS, Flavor-Pic owns all right, title, and interest in and to the trademarks HANDY CANDY (standard character) and the Handy Candy logo (the "Trademarks"), along with pending federal trademark Applications Serial Nos. 85/447,073 and 85/445,792 therefor (the "Applications"), which trademarks are used in connection with the Handy Candy business;

WHEREAS, the Applications were filed on an intent-to-use basis prior to formation of Handy Candy and pursuant to 15 U.S.C. §1060(a), an intent-to-use application may be assigned prior to demonstrating use only to a successor of the business to which the application pertains, which, in this instance, is the Handy Candy business;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed:

1. Assignment. Flavor-Pic does hereby sell, assign, and transfer unto Handy Candy the entire right, title and interest in and to the Trademarks and the Applications, together with the goodwill of the business symbolized by the Trademarks and the Applications, and together with all associated common law rights, claims, demands, choses in action and rights of recovery for past infringement thereof, the same to be held and enjoyed by Handy Candy, for its own use and benefit, and for that of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Flavor-Pic had this sale, assignment and transfer not been made.
2. Warranty. Flavor-Pic hereby represents and warrants that it has full right and authority to assign the entire right, title and interest in the Trademarks and Applications herein assigned, free and clear of any liens or encumbrances and that Flavor-Pic has not previously assigned or transferred the Trademarks, the Applications, or any portion thereof. Flavor-Pic hereby represents and warrants that it has not received and to its knowledge, no third party has asserted, any claim of misappropriation, ownership or infringement arising out of, in connection with or resulting from the Trademarks or Applications.

- 3. Correspondence and Further Assurances. If, prior to the recordation of this Agreement by Handy Candy, Flavor-Pic shall receive any notification from the Patent and Trademark Office ("PTO") regarding the Applications, including without limitation, the issuance of the Notice of Allowance, it shall promptly notify Handy Candy of same. Flavor-Pic further agrees to execute such written documents as Handy Candy deems necessary, at Handy Candy's expense, to effectuate the purposes of this Agreement.
- 4. Waiver. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
- 5. Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended except in a written agreement executed by each party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its authorized representatives as of the date set forth below.

FLAVOR-PIC TOMATO CO. INC.

By: [Signature] Shane Stevenson

Title: President

Date: 3-14-2012

HANDY CANDY LLC

By: [Signature] Richard Murrain

Title: VP of Sales & Marketing

Date: 3-14-12

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