

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
SWH Corporation		04/28/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BEF Foods, Inc.		
Street Address:	3776 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43207		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3076602	SWH CUSTOM FOODS	
Registration Number:	3135304	SWH CUSTOM FOODS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8810		
Email:	behogue@vorys.com, iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Cory M. Amron, Esq.		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	57694-4/0769/SWH ASSIGNM		
NAME OF SUBMITTER:	Cory M. Amron		
Signature:	/cory m amron/		

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TRADEMARK

Date:

06/08/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT

SWH Corporation, a California corporation located at 17852 East 17th Street, South Building Suite 108, Tustin, California 92780 (“**Assignor**”), and BEF Foods, Inc., an Ohio corporation located at 3776 South High Street, Columbus, Ohio 43207 (“**Assignee**”), enter into this Trademark Assignment effective April 28, 2012 and in furtherance of the Asset Purchase Agreement effective April 28, 2012 (the “**Effective Date**”).

Assignor adopted, registered, has used, and is using SWH CUSTOM FOODS (the “**Mark**”), as described in Schedule A;

Assignor grants, assigns, and conveys all right, title, and interest in and to the Mark, along with the federal trademark registrations, and the business goodwill associated with the Mark to Assignee, including:

- (1) All income, royalties, damages, and payments due or payable, now and in the future with respect to the Mark including damages and payments for past, present, or future infringements of the Mark, and the right to sue for past, present, or future infringements of the Mark;
- (2) The right to register the Mark;
- (3) The right to renew the Mark’s registrations; and
- (4) All rights in the Mark as Assignor would have held had this Trademark Assignment not been made.

Upon the request of Assignee or its designees, Assignor will make all rightful oaths; testify on behalf of Assignee or its designees in matters involving the Mark; do all other lawful acts; and provide any material, information, or assistance to Assignee or its designees that are necessary to carry out the intent of this Trademark Assignment.

After the Effective Date, Assignor will not use SWH CUSTOM FOODS, SWH, or any confusingly similar marks or tradenames in connection with custom food services including food processing and contract manufacturing in the field of food products, nor in connection with the sale or marketing of any prepared foods. Assignor’s obligations and duties in this paragraph are also binding on its successors and assigns.

ASSIGNOR:
SWH CORPORATION

ASSIGNEE:
BEF FOODS, INC.

By: *Mark A. Mears*

By: *J. Michael Towne*

Name: *MARK A. MEARS*

Name: *J. Michael Towne*

Title: *President/CCO*

Title: *President*

Date: *4/28/12*

Date: *4-27-12*

SCHEDULE A			
<u>Mark</u>	<u>First Use</u>	<u>Services</u>	<u>U.S. Registration Number</u>
SWH CUSTOM FOODS	12.1.2003	Food processing; contract manufacturing in the field of food products	3,076,602
SWH CUSTOM FOODS	12.1.2003	Soup; food base, namely, meat, poultry, seafood and vegetable stock Sauces and salad dressings	3,135,304