

## 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
Naturally Fresh, Inc.		04/13/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bay Valley Foods, LLC		
Street Address:	2021 Spring Road		
City:	Oak Brook		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1254865	NATURALLY FRESH	
Registration Number:	1398682	NATURALLY FRESH	
Registration Number:	1398683	NATURALLY FRESH	
Registration Number:	1456688	PROUD PRODUCTS	
Registration Number:	1451150	MAPLE MOUNTAIN	
Registration Number:	1952094	CLASSIC MIXER	
Registration Number:	1781587	POUR IT ON	
Registration Number:	1785928	GRADUATING GOURMET	
Registration Number:	1828436	EASTERN	
Registration Number:	1828434	EASTERN FOODS	
Registration Number:	1958479	JACKAROO	
Registration Number:	2143769	NATURALLY FRESH	
Registration Number:	2256130	GRILLAISE	
Registration Number:	3266318	NATURALLY FRESH	

Registration Number:	3761651	NATURALLY FRESH
Registration Number:	3761652	NATURALLY FRESH PROUD PRODUCTS
Registration Number:	3709758	POUR IT ON
Registration Number:	3703143	TRADITIONAL BLENDS

#### CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: jo\_osborn@treehousefoods.com

Correspondent Name: Jo Osborn, Bay Valley Foods, LLC

Address Line 1: 2021 Spring Road

Address Line 4: Oak Brook, ILLINOIS 60523

NAME OF SUBMITTER:

jo osborn

Signature:

/jo osborn/

Date:

09/21/2012

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This ASSIGNMENT ("Assignment") dated as of April 13, 2012 (the "Effective Date"), is made by and between Naturally Fresh, Inc., a Georgia corporation located at 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349 ("NFI" or "Assignor"), and Bay Valley Foods, LLC, a Delaware limited liability company and wholly-owned subsidiary of TreeHouse Foods, Inc. with a place of business at 2021 Spring Road, Suite 600, Oak Brook, IL 60523 ("Bay Valley" or "Assignee").

WITNESSETH:

WHEREAS, NFI is the owner of all right, title, and interest in and to the trademarks, including the trademark registrations, identified on Schedule A (collectively, the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of March 19, 2012, by and among Assignee, Assignor, Eastern Fresh Freight, Inc., a Georgia corporation and wholly owned subsidiary of NFI, Eastern Master Distributors, Inc., a Georgia corporation and wholly owned subsidiary of NFI, World Business Center, Inc., a Georgia corporation and wholly owned subsidiary of NFI, Coby Brooks, an individual, and Elizabeth Brooks, an individual (the "Asset Purchase Agreement"), Assignee has agreed to acquire and Assignor has agreed to assign certain of NFI's assets, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and agreements contained in the Asset Purchase Agreement and in this Assignment, and for \$1.00 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Trademarks, including any rights to the Trademarks in foreign jurisdictions, the goodwill of the business associated therewith or symbolized thereby, all registrations that have been or may be granted thereon, common law rights, copyright rights, all applications for registrations thereof, the right to sue and recover damages or other compensation for past, present or future infringements or misappropriation thereof, all income, royalties, and damages hereafter due or payable with respect to the Trademarks, and rights to register, renew, defend, and protect interests therein under the laws. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement. This Assignment

may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of a signature page to this Assignment. This Assignment along with its Schedule, together with the Asset Purchase Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware without regard to applicable choice of law provisions thereof.

5. Consent to Jurisdiction. The parties agree that any suit, action or proceeding brought by a party seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby or thereby shall be brought only in the Court of the State of Delaware. Each of the parties submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Assignment or the transactions contemplated hereby or thereby and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties agrees that (a) mailing of process or other papers in connection with any such action or proceeding, or any other manner as may be permitted by law shall be valid and sufficient service thereof and (b) a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Naturally Fresh, Inc.

By: \_\_\_\_\_

Name: Coby G. Brooks

Title: President

Address: 1000 Naturally Fresh Boulevard  
Atlanta, Georgia 30349

Bay Valley Foods, LLC

By: *Dennis F. Riordan*

Name: Dennis F. Riordan

Title: Executive Vice President, Chief Financial Officer

Address: Bay Valley Foods, LLC  
2021 Spring Road  
Suite 600  
Oak Brook, IL 60523

[NOTARIZATION PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Naturally Fresh, Inc.

By: 

Name: Coby G. Brooks

Title: President

Address: 1000 Naturally Fresh Boulevard  
Atlanta, Georgia 30349

Bay Valley Foods, LLC

By: \_\_\_\_\_

Name: Dennis F. Riordan

Title: Executive Vice President, Chief Financial Officer

Address: Bay Valley Foods, LLC  
2021 Spring Road  
Suite 600  
Oak Brook, IL 60523

[NOTARIZATION PAGE FOLLOWS]

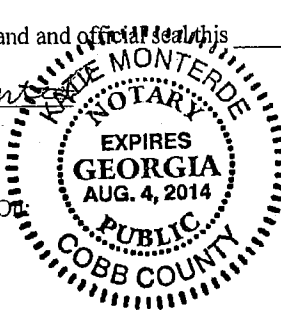
ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF FULTON

Before me, the undersigned, a notary public in and for said Country, personally appeared Coby G. Brooks, an authorized representative of Naturally Fresh, Inc., a Georgia corporation, located at 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349 who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS my hand and official seal this \_\_\_\_\_ day of APRIL 2012.

Kate Monterde  
Notary Public



(NOTARY SEAL)

My Commission Expires On: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a notary public in and for said State and County, personally appeared Dennis F. Riordan, an authorized representative of Bay Valley Foods, LLC, a Delaware limited liability company, located at 2021 Spring Road, Suite 600, Oak Brook, IL 60523 who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires On: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a notary public in and for said Country, personally appeared Coby G. Brooks, an authorized representative of Naturally Fresh, Inc., a Georgia corporation, located at 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349 who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires On:

STATE OF Illinois  
COUNTY OF DePue

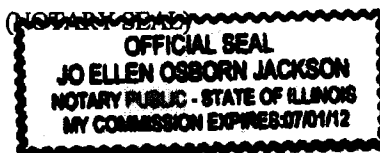
Before me, the undersigned, a notary public in and for said State and County, personally appeared Dennis F. Riordan, an authorized representative of Bay Valley Foods, LLC, a Delaware limited liability company, located at 2021 Spring Road, Suite 600, Oak Brook, IL 60523 who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS my hand and official seal this 13<sup>th</sup> day of April, 2012.

  
Notary Public

My Commission Expires On:

7/1/12





## Schedule A

## Trademarks

Mark	Country	Goods	Ser. No.	Reg. No.	Status
NATURALLY FRESH	US	29: Salad dressing and an egg and dairy based mix to be used as a filling for quiche 30: sauces excluding apple sauce and cranberry sauce	73/259,805	1,254,865	Registered
NATURALLY FRESH	US	29: Salad dressing and an egg and dairy based mix to be used as a filling for quiche and as an omelet mix 30: sauces excluding apple sauce and cranberry sauce in International Class 30	73/429,799	1,398,682	Registered
NATURALLY FRESH	Puerto Rico	27: Salad dressings and an egg and dairy based mix to be used as a filling for quiche and as an omelette mix	8306		Registered
NATURALLY FRESH	Puerto Rico	30: Sauces excluding apple sauce and cranberry sauce	8305		Registered
NATURALLY FRESH and Design	US	29: Salad dressing and an egg and dairy based mix to be used as a filling for quiche and as an omelet mix 30: sauces excluding apple sauce and cranberry sauce	73/432,027	1,398,683	Registered
PROUD PRODUCTS	US	29: Salad dressings	73/627,748	1,456,688	Registered
MAPLE MOUNTAIN	US	30: Pancake syrup	73/635,488	1,451,150	Registered
CLASSIC MIXER	US	32: Non-alcoholic cocktail mixes	74/179,540	1,952,094	Registered
POUR IT ON	US	29: Dips, excluding salsa and other sauces used as dip, and salad dressings 30: sauces	74/263,477	1,781,587	Registered
GRADUATING GOURMET	US	41:Entertainment services in the nature of recipe and cooking contests	74/336,413	1,785,928	Registered
EASTERN	US	29: Chili con queso 30:quiche mix and	74/409,622	1,828,436	Registered

Mark	Country	Goods	Ser. No.	Reg. No.	Status
		salad dressing			
EASTERN FOODS	US	29: Butters, oils, snack dips, egg nog, and mayonnaise 30: sauces, salsa, marinade, syrup, waffle batter, salad dressings, quiche mix and etouffe	74/408,719	1,828,434	Registered
JACKAROO	US	30: Barbecue sauce	74/570,513	1,958,479	Registered
NATURALLY FRESH	US	32: Light beverages, namely bottled drinking water	75/975,594	2,143,769	Registered
NATURALLY FRESH	Benelux	29: Meat and canned foods, eggs and dairy products 30: coffee, tea, cocoa, sugar tapioca, sago, artificial coffee, flour and cereal preparations, bread, pastry and confectionery, ices, honey, treacle, yeast, baking powder, salt, mustard, vinegar, condiment sauces, spices, ice cream, sauces, salad, dips salad dressings 31: agricultural products and grains not included in other classes; fresh fruits and vegetables, seeds 32: mineral and aerated waters and other non-alcoholic beverages, fruit drinks and fruit juices, fizzy drinks		565,077	Registered

Mark	Country	Goods	Ser. No.	Reg. No.	Status
NATURALLY FRESH	Canada	Processed foods, namely salad dressings and dips for fruits and vegetables, quiche mixes, omelet mixes,, egg and dairy based mixes for use as a filling for quiche and as an omelet mix; staple foods, namely sauces; beverage mixers, namely whiskey sour mix, daiquiri mix, pina colada mix, tom collins mix, ginger ale, club soda, tonic water, quinine water, sparkling water, salad dressing; sauces, excluding apple sauce and cranberry sauce;		482,919	Registered
NATURALLY FRESH	Mexico	30: Sauces		496,550	Registered
NATURALLY FRESH	Mexico	29: Seasonings for salad and foodstuffs of all kinds, mixtures, egg, milk, cheese, cream for using as well as stuffing quiches and mixes for omelets		532,522	Registered
NATURALLY FRESH	Mexico	32: mineral water, aerated water, juices, drinks, processed meats, soda water, club soda, non-alcoholic mixers	219,970	690,553	Registered
NATURALLY FRESH	Mexico	31: Natural agricultural products		505,993	Registered
NATURALLY FRESH and Design	France	29: Meat and processed foods 30: staple foods such as coffee, cocoa, tapioca, sauces and salad dressings 31: natural agricultural products including seeds and nuts 32: light beverages including mineral waters and non-alcoholic mixers		95556372	Registered
NATURALLY FRESH and	Germany	29: Meat and processed foods		39522166	Registered

Mark	Country	Goods	Ser. No.	Reg. No.	Status
Design		30: staple foods such as coffee, cocoa, tapioca, sauces and salad dressings 31: natural agricultural products including seeds and nuts 32: light beverages including mineral waters and non-alcoholic mixers			
NATURALLY FRESH and Design	Denmark	29: Meat and processed foods 30: staple foods 31: natural agricultural products 32: light beverages		VR 1995 5898	Registered
PROUD PRODUCTS	Benelux	29: Meat and processed foods 30: staple foods such as coffee, cocoa, tapioca, sauces and salad dressings 31: natural agricultural products including seeds and nuts 32: light beverages including mineral waters and non-alcoholic mixers		575,473	Registered
NATURALLY FRESH FOODS SEAL OF FRESHNESS and Design	Benelux	29: Meat and processed foods 30: staple foods such as coffee, cocoa, tapioca, sauces and salad dressings 31: natural agricultural products including seeds and nuts 32: light beverages including mineral waters and non-alcoholic mixers		575,472	Registered
NATURALLY FRESH and Design	United Kingdom	29: Meat and processed foods 30: staple foods such as coffee, cocoa, tapioca, sauces and salad dressings 31: natural agricultural products including seeds and nut 32: light beverages including mineral		2101123	Registered

Mark	Country	Goods	Ser. No.	Reg. No.	Status
		waters and non-alcoholic mixers			
JACKAROO	Australia	29: Barbecue Sauce		723,886	Registered
NATURALLY FRESH and Design	Ireland	29: Food preparations consisting wholly or predominantly of foods 30: food dips, mixes based on eggs and/or dairy products to be used as a filling for quiches and flans; omelet mixes. Salad Dressings; sauces and sauce preparations. 32: bottled waters; non-alcoholic drinks.		211062	Registered
GRILLAISE	US	30: Seasoned mayonnaise	75/445,964	2,256,130	Registered
NATURALLY FRESH	US	30: Pre-packaged mix for salad dressing	78/781,081	3,266,318	Registered
NATURALLY FRESH	US	29: Salad toppings comprised of processed nuts	77/498,099	3,761,651	Registered
NATURALLY FRESH PROUD PRODUCTS & Design	US	29: Dips; salad toppings comprising processed nuts 30: sauces; salad dressings	77/498,104	3,761,652	Registered
POUR IT ON and Design	US	29: Salad toppings comprised of processed nuts	77/498,107	3,709,758	Registered
TRADITIONAL BLENDS	US	30: Salad Dressings	77/567,492	3,703,143	Registered
BISTRO MARKET	US	29: dips; snack dips 30: salad dressings; salad sauces; sauces	85/367221	n/a	Pending