

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/02/2012		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Native Foods Holdings LLC		10/12/2012
			LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Native Foods Holdings Corporation		
Street Address:	500 North Dearborn, Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	3210862	NATIVE FOODS
	Registration Number:	3192990	NATIVE FOODS
	Registration Number:	3530770	EAT PEACE
	Registration Number:	3479319	CALIFORNIA VEGAN
CORRESPONDENCE DATA			
Fax Number:	3129847700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312.372.2000		
Email:	mweipdocket@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	84855-018 JMM/CMV
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	10/23/2012
Total Attachments: 4 source=Native Foods Assign#page1.tif source=Native Foods Assign#page2.tif source=Native Foods Assign#page3.tif source=Native Foods Assign#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is effective as of October 2, 2012.

WHEREAS, Native Foods Holdings LLC, a Nevada limited liability company (the "Assignor"), is the owner of certain trademarks, including but not limited to the trademark registrations set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, the Assignor has agreed to transfer all of its rights in and to the Marks to Native Foods Holdings Corporation, a Delaware corporation (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Contribution Agreement by and between the Assignor and the Assignee dated as of the date hereof (the "Contribution Agreement");

WHEREAS, in connection with the Contribution Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to the Assignee.

NOW, THEREFORE, for good and valuable consideration as set forth in the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, the entire right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and

The Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions that exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

At any time, and from time to time at the Assignee's request, the Assignor agrees to execute further documents (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to more effectively vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

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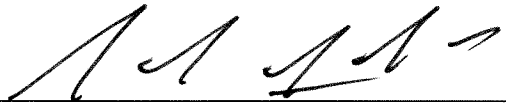
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be effective as of the above-referenced day and year.

October 12, 2012

ASSIGNOR:

NATIVE FOODS HOLDINGS LLC

By: NF Management LLC, its Manager

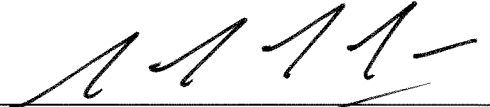
By: 

Name: Daniel G. Dolan

Title: Chairman & Chief Executive Officer

ASSIGNEE:

NATIVE FOODS HOLDINGS
CORPORATION


By: 

Name: Daniel G. Dolan

Title: Chief Executive Officer

Schedule A

Trademarks

Trademark	Applicaition Number (Application Date)	Registration Numer (Registration Date)
NATIVE FOODS and Design 	78-808342 (February 6, 2006)	3,210,862 (February 20, 2007)
NATIVE FOODS	78-808265 (February 6, 2006)	3,192,990 (January 2, 2007)
EAT PEACE	77-443127 (April 8, 2008)	3,530,770 (November 11, 2008)
CALIFORNIA VEGAN	77-244494 (August 1, 2007)	3,479,319 (August 5, 2008)