

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
Danna Korn		04/06/2010	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	General Mills Marketing, Inc.
Street Address:	Number One General Mills Boulevard
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55426
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3193406	GLUTENFREEDOM

CORRESPONDENCE DATA

Fax Number: 7637642268
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 763-764-2593
 Email: trade.marks@genmills.com
 Correspondent Name: Ann Hinrichs
 Address Line 1: Number One General Mills Boulevard
 Address Line 4: Minneapolis, MINNESOTA 55426

NAME OF SUBMITTER:	Ann M. Hinrichs
Signature:	/Ann M. Hinrichs/
Date:	10/30/2012

Total Attachments: 5

CH \$40.00 3193406

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AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered this 6th day of April, 2010 ("Effective Date") between General Mills Marketing, Inc. ("General Mills"), having a business address at One General Mills Boulevard, Minneapolis, Minnesota 55426 ATTN: New Ventures Marketing Manager and Danna Korn ("Korn"), having an address at 3527 Fortuna Ranch Road, Encinitas, California 92024 as follows:

WHEREAS, Korn has adopted and is the owner of the trademark GLUTENFREEDOM, U.S. Registration No. 3,193,406 and California Registration No. 61,865 (collectively referred to as "the Trademark");

WHEREAS, Korn is the owner of the domain name glutenfreedom.net (the "Domain Name"); and

WHEREAS, General Mills is desirous of acquiring the Trademark and the Domain Name from Korn;

NOW THEREFORE, for consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1) Transfer of Trademark

Korn hereby assigns to General Mills all of her rights, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the registrations therefore.

2) Transfer of Domain Name

Korn hereby assigns and transfers all her right, title and interest in the Domain Name exclusively and irrevocably to General Mills. Within five (5) business days of the effective date of this Agreement, or as otherwise instructed by General Mills, Korn will take all necessary steps required to initiate the transfer of the Domain Name to General Mills.

It is a material condition that the domain registrar actually transfers the Domain Name as contemplated herein. If through no fault of General Mills, the domain registrar fails for more than sixty (60) days to make the transfer, General Mills may by written notice rescind this Agreement with no obligation to Korn, and each party shall promptly cancel all pending transfer applications.

3) Transfer of Content

Korn also hereby assigns and transfers to General Mills all right, title and interest in the current content on the website and the copyrights therefore to the extent such content is not also included in any books, articles or previously authored by Korn that have been published.

4) Consideration

General Mills shall pay to Korn \$200,000 for the Trademark and the Domain Name. Payment shall be in two installments as follows:

- a) \$150,000 upon signing of agreement, payable within 30 days;
- b) \$50,000 upon completion of the domain name transfer pursuant to paragraph 2 above.

In addition to the payment above, General Mills shall pay all applicable domain registry fees to cause the Domain Name to be transferred and registered in its own name.

5) Korn's Obligations

- a) Korn agrees to execute any additional documents necessary to confirm the assignments contained herein.
- b) Korn agrees not to object to the use and registration by General Mills of the Trademark or variations thereof for any and all goods and services. Korn further agrees not to make any further use of or seek to register the Trademark or variations thereof on any goods or services.
- c) Korn represents and warrants that she currently owns the Trademark and Domain Name free and clear of all liens and encumbrances, that she is not aware of any other person or entity using the Trademark, and has not entered into any prior agreement, contract, assignment or other transaction with any third party which would be inconsistent herewith. Korn further warrants and represents that she is not aware of anyone previously or currently objecting to her use of the Trademark. Korn further represents and warrants that she has full authorization to enter into this Agreement.

6) Miscellaneous

- a) This Agreement shall inure to the benefit of the successors, assigns, licensees and legal representatives of the respective parties hereto.
- b) Confidentiality. The parties may disclose to each other information that may include confidential information which the disclosing party may desire to maintain confidential from third parties. The parties respectively agree, therefore, to make reasonable efforts to preserve the confidentiality of all such information. Either party may, however, disclose such information (a) if that party can show the particular item of information is available to the public or becomes available to the public through no act or failure to act of such party; (b) if disclosure is required by any applicable government agency, regulation, or statute; (c) to enforce its rights legally under this Agreement in a court of competent jurisdiction; (d) if prior written consent is obtained from the other party; or (e) if that party can show the particular item of information was previously known by that party or acquired from a third party without breach of an obligation of confidentiality. The parties

shall specifically treat the terms of this Agreement as confidential information under this paragraph.


- c) Law, Jurisdiction, Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the state of Minnesota. The parties hereto agree to submit to exclusive jurisdiction in the state of Minnesota, and further agree that any court proceeding relating to any controversy arising under this Agreement shall be in the state or federal courts located in Hennepin County in the state of Minnesota. The parties hereby agree to waive their respective right to a jury trial of any claim or cause of action based upon or arising out of this Agreement.
- d) Complete Agreement/No Modification. This is the complete agreement between the parties with respect to the matters referred to herein, and cancels and supersedes all prior written or oral agreements between the parties. This Agreement may be amended or modified only by a writing signed by both parties.
- e) Captions. The headings and captions in this Agreement are for convenience only, and they shall not be used to interpret or construe any substantive portions of the Agreement.
- f) Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given when received, if personally delivered or delivered by facsimile or by overnight courier, or when deposited, if placed in the U.S. mails for delivery by first class mail, postage prepaid and addressed to the appropriate party at the addresses set forth above. Addresses may be changed by written notice given pursuant to the provisions of this paragraph; however, any such notice shall not be effective, if mailed, until three (3) working days after depositing in the U.S. mails or when actually received, whichever occurs first:
- g) Relationship of the Parties. Nothing in this Agreement shall be construed to create or constitute a partnership, joint venture, or any other agency or employment relationship between the parties hereto. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise; nor is either party responsible for the obligations of the other party, including but not limited to obligations to the other's own employees, their wage/salaries, benefits and the like.
- h) No Offer. This Agreement shall become effective only upon execution by GMMI and Korn of the Master Services Agreement effective as of April 6, 2010.
- i) Waiver. GMMI's or Korn's failure to enforce, or GMMI's or Korn's delay in enforcing, any of its/her rights under this Agreement shall not be deemed a waiver of any of those rights or any other rights under this Agreement. GMMI or Korn may, within the time provided by law, commence appropriate legal proceedings or take other appropriate action to enforce any or all such rights.

- j) Enforcement of Agreement. In any action for breach and/or the enforcement of any of the terms or conditions of this Agreement the court shall award to the prevailing party such party's costs and reasonable attorneys' fees in pursuing the matter.
- k) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH (INCLUDING BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM) OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIMS THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.
- l) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect any other provision hereof or the interpretation and effect of the Agreement as to any other jurisdiction, and the remainder of the Agreement, disregarding such illegal, invalid or unenforceable provision, shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

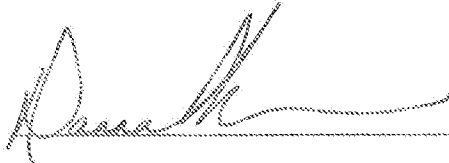
IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have executed or caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

GENERAL MILLS MARKETING, INC.

DANNA KORN



 Eric G. Lewis



Printed Name

Title

Dated: April 6, 2010

Dated: April 6, 2010

