

## 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
	Delgado Foods International Limited		10/31/2012	COMPANY: CANADA
RECEIVING PARTY DATA				
Name:	Nature's Path Foods Inc.			
Street Address:	9100 Van Horne Way			
City:	Richmond, British Columbia			
State/Country:	CANADA			
Postal Code:	V6X 1W3			
Entity Type:	COMPANY: CANADA			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	2343857	QUE PASA	
	Registration Number:	3347213	QUE PASA	
	Registration Number:	2469901	QUE BIEN	
	Registration Number:	3377394	QUE BIEN	
CORRESPONDENCE DATA				
Fax Number:	4157056383			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 705-6377			
Email:	tmdocketing@dergnoah.com			
Correspondent Name:	Michael E. Dergosits			
Address Line 1:	Dergosits & Noah LLP			
Address Line 2:	Three Embarcadero Center, Suite 410			
Address Line 4:	San Francisco, CALIFORNIA 94111			
ATTORNEY DOCKET NUMBER:	940.01			

CH \$115.00 2343857

**DOMESTIC REPRESENTATIVE**

**Name:** Michael E. Dergosits  
**Address Line 1:** Dergosits & Noah LLP  
**Address Line 2:** Three Embarcadero Center, Suite 410  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Marina A. Lewis
<b>Signature:</b>	/Marina A. Lewis/
<b>Date:</b>	11/13/2012

**Total Attachments: 2**

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source=Assignment of Trademarks from Delgado Foods to Natures Path Foods Inc#page2.tif

**UNITED STATES TRADE-MARKS ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the “**Assignment Agreement**”) made as of October 31, 2012.

**BETWEEN:**

**DELGADO FOODS INTERNATIONAL LIMITED**, a company duly incorporated under the laws of British Columbia, having an office at 671D Market Hill, Vancouver, British Columbia, Canada V5Z 4B5

(the “**Seller**”)

**AND:**

**NATURE’S PATH FOODS INC.**, a company duly incorporated under the laws of British Columbia, having an office at 9100 Van Horne Way, Richmond, British Columbia, Canada V6X 1W3

(the “**Buyer**”)

(the Seller and the Buyer are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”).

**PREAMBLE**

**WHEREAS** the Seller is the owner of the following United States trade-marks bearing the following United States registration numbers (the “**Trade-Marks**”):

<u>Trade-mark</u>	<u>Registration No.</u>
QUE PASA	2,343,857
QUE PASA & Design	3,347,213
QUE BIEN	2,469,901
QUE BIEN & Design	3,377,394

**WHEREAS** the Seller wishes to assign, sell and transfer unto the Buyer all of the Seller’s rights, title and interest in and to the Trade-Marks.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. ASSIGNMENT**

1.1 For \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Seller, the Seller hereby assigns, sells and transfers to the Buyer, for the Buyer’s benefit and the benefit of its successors and assigns, all of the Seller’s rights, title and interest in and to the Trade-Marks, including, without limitation, all common law rights and the goodwill associated

with the Trade-Marks in the United States including all applications and registrations in respect thereof, and the right to file further applications for the Trade-Marks and to receive registrations therefor.

**2. COMMITMENTS**

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Assignment Agreement and to establish that the Seller does not have any other right, title or interest in and to the Trade-Marks and any applications or registrations in respect thereof.

**3. GENERAL PROVISIONS**

3.1 **Preamble.** The Preamble is hereby incorporated by reference and made a part of this Assignment Agreement.

3.2 **Modification.** Any modification of and/or amendment to this Assignment Agreement must be in writing and executed by both Parties.

3.3 **Binding Agreement.** The terms of this Assignment Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.4 **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 **Applicable Law.** This Assignment Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Assignment Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.6 **Severability.** If any term or provision of this Assignment Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Assignment Agreement and the remainder of this Assignment Agreement shall be unaffected thereby and each remaining term or provision of this Assignment Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement effective the date first written above.

**DELGADO FOODS INTERNATIONAL LIMITED**

By: [Signature]  
Name: J. DE ZALLEN  
Title: PRESIDENT

**NATURE'S PATH FOODS INC.**

By: [Signature]  
Name: Arran Stephens  
Title: Director / President