

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Zateca Foods, LLC		12/03/2012	LIMITED LIABILITY COMPANY: COLORADO
GTC-GTC, LLC		12/03/2012	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	Zateca Foods, Inc.
<b>Street Address:</b>	901 Packers Street
<b>Internal Address:</b>	c/o Teasdale Quality Foods, Inc.
<b>City:</b>	Atwater
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95301
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2345055	ELKHORN
Registration Number:	2155193	ZATECA

**CORRESPONDENCE DATA**

Fax Number: 2123553333  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212-813-8800  
 Email: NY-TM-Admin@goodwinprocter.com  
 Correspondent Name: GOODWIN PROCTER LLP/Janis Nici  
 Address Line 1: 620 Eighth Avenue  
 Address Line 4: New York, NEW YORK 10018

<b>ATTORNEY DOCKET NUMBER:</b>	128492218577
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NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	12/05/2012
Total Attachments: 5 source=zateca assgt#page1.tif source=zateca assgt#page2.tif source=zateca assgt#page3.tif source=zateca assgt#page4.tif source=zateca assgt#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 3, 2012 (the "Effective Date"), is made by and among **Zateca Foods, LLC**, a Colorado limited liability company ("Zateca"), **GTC-GTC, LLC**, a Colorado limited liability company (together with Zateca, the "Assignors"), and **Zateca Foods, Inc.**, a Delaware corporation (the "Assignee").

**WHEREAS**, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), with Andrew Orris, Kregg Listen and Carroll SoRelle, pursuant to which Assignee has agreed to purchase certain assets of the Assignors pursuant to the terms and conditions contained therein; and

**WHEREAS**, in connection with the transactions contemplated by the Purchase Agreement, each Assignor desires to sell, assign, transfer and convey to Assignee all of such Assignor's legal, beneficial and other right, title and interest in and to the trademark registrations and trademark applications listed on Schedule A hereto (the "Assigned Trademarks") upon the terms and conditions set forth herein.

**NOW, THEREFORE**, In consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignee and each Assignor hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of such Assignor's legal, beneficial and other right, title and interest throughout the world in and to the Assigned Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including all common law, statutory and other rights therein, including, without limitation, the right to apply for a trademark registration for any of the Assigned Trademarks in the United States or outside the United States based, in whole or in part, upon any of the Assigned Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Assigned Trademarks, and every priority right that is or may be predicated upon or arise from any of the Assigned Trademarks, to be held and enjoyed by such Assignee for its own use and benefit and for the use and benefit of its successors, assigns and Representatives, to be used as fully and entirely as said rights would have been held and enjoyed by such Assignor had this sale, assignment, transfer and conveyance not been made, together with all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of any of the Assigned Trademarks, and all rights to sue for and collect damages, profits, injunctive relief and royalties for all past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Assigned Trademarks.

2. Recordation. Each Assignor hereby authorizes the Assignee to record this Assignment with the United States Patent and Trademark Office ("PTO") and hereby authorizes and requests the Commissioner of the PTO to transfer the ownership of all applications and registrations for the Assigned Trademarks to the Assignee as owner of all right, title, and interest

therein, and to issue to the Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Trademarks.

3. Further Actions. Each Assignor hereby covenants and agrees, at the Assignee's expense, to execute and deliver, at the request of the Assignee, such further instruments of sale, transfer, assignment and conveyance and to take such other action as the Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Assignment; Successors. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile signatures shall be treated as if they were originals.

7. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CHOICE OF LAW PRINCIPLES THEREOF THAT IF APPLIED WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

*[signature page follows]*

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

ZATECA FOODS, LLC,  
a Colorado limited liability company,

By:   
Andrew J. Orris, Chief Executive Officer

GTC-GTC, LLC,  
a Colorado limited liability company,

By:   
Andrew J. Orris, Chief Executive Officer

ZATECA FOODS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Russ Kenerly, Chief Financial Officer

*[Signature Page to Trademark Assignment Agreement]*

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

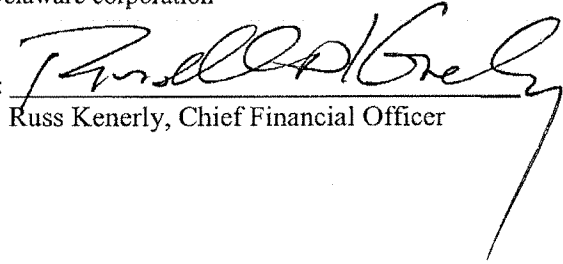
**ZATECA FOODS, LLC,**  
a Colorado limited liability company,

By: \_\_\_\_\_  
Andrew J. Orris, Chief Executive Officer

**GTC-GTC, LLC,**  
a Colorado limited liability company,

By: \_\_\_\_\_  
Andrew J. Orris, Chief Executive Officer

**ZATECA FOODS, INC.,**  
a Delaware corporation

By:  \_\_\_\_\_  
Russ Kenerly, Chief Financial Officer

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A**

<b><u>TRADEMARK</u></b>	<b><u>OWNER</u></b>	<b><u>COUNTRY</u></b>	<b><u>REG. NO.</u></b>	<b><u>NEXT DUE DATE</u></b>
ELKHORN	GTC-GTC LLC	USA	2345055	5/5/2018
ZATECA	Zateca Foods LLC	USA	2155193	4/25/2020

LIBNY/5230204.2

**RECORDED: 12/05/2012**

**TRADEMARK  
REEL: 004913 FRAME: 0509**