

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
	Sky Valley Foods, Inc.		01/15/2013
			Entity Type
			CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Rachel Kruse		
Street Address:	11330 N. Parkview Drive		
City:	Mequon		
State/Country:	WISCONSIN		
Postal Code:	53092		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3275991	FABLE FARMS
CORRESPONDENCE DATA			
Fax Number:	4154304372		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-268-1972		
Email:	katherine.keating@bryancave.com		
Correspondent Name:	Katherine Keating / Bryan Cave LLP		
Address Line 1:	560 Mission Street, 25th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	C351294-0520316		
NAME OF SUBMITTER:	Katherine Keating		
Signature:	/katherine keating/		
Date:	01/15/2013		
Total Attachments: 1 source=FABLE FARMS assignment - SVF to RK#page1.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made and entered into as of January 15, 2013 (the "Effective Date"), by and between Sky Valley Foods, Inc., a North Carolina corporation having a principal place of business at 878 Firetower Rd. Yanceyville, NC 27379, ("Assignor"), and Rachel Kruse, an individual residing at 11330 N. Parkview Drive, Mequon, Wisconsin 53092.

Assignor is the owner and beneficiary of all rights, title, and interest in and to the trademark FABLE FARMS (the "Mark"), including U.S. Trademark Registration No. 3,275,991 for the Mark (the "Registration").

Assignor desires to convey, transfer, assign, and deliver to Rachel Kruse all of its rights, title, and interest in and to the Mark and the goodwill of the business associated therewith and symbolized thereby, including the Registration; and Rachel Kruse desires to acquire the Mark and the goodwill of the business associated therewith and symbolized thereby, including the Registration.

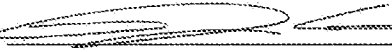
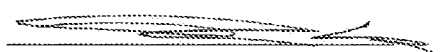
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby conveys, transfers, assigns, and delivers to Rachel Kruse all of Assignor's rights, title, and interest in, to, and under the Mark, including all common law rights connected therein; together with the goodwill of the business symbolized thereby and associated therewith, and any registrations of and application to register the Mark, including the Registration; and together with all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, and with the right to sue for and collect damages.

Assignor further covenants that she will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Rachel Kruse full rights, title, and interest in and to the Mark.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment, effective as of the Effective Date.

SKY VALLEY FOODS INC.

By:  By: 

Name: Rachel Kruse

Name: Rachel Kruse

Title: President

Date: January 15th __, 2013

Date: January 15th __, 2013