

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
DSM IP ASSETS B.V.		01/07/2013	LIMITED LIABILITY COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Luberski, Inc.		
Doing Business As:			
Street Address:	310 N. Harbor Blvd., Suite 205		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2363329	GOLD CIRCLE FARMS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5592484820		
Email:	dhorowitt@ch-law.com		
Correspondent Name:	Darryl J. Horowitt		
Address Line 1:	499 W. Shaw Ave., Suite 116		
Address Line 4:	Fresno, CALIFORNIA 93704		
ATTORNEY DOCKET NUMBER:	169.88		
NAME OF SUBMITTER:	Helen E. Omapas		
Signature:	/Helen E. Omapas/		

OP \$40.00 2363329

Date:

01/16/2013

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (hereinafter referred to as "Assignment") dated this 7th day of January, 2013, is by and between DSM IP Assets B. V. ("Assignor") and Luberski, Inc., a California corporation ("Assignee").

1. Recitals.

a. Assignor is the owner of business name Gold Circle Farms 6480 Dobbin Road, Columbia, MD 21045, and the following trademarks:

1. Gold Circle Farms, U.S., Registration No. 2363329
2. Gold Circle Farms, Malaysia, Registration No. 200111550
3. Gold Circle Farms, China, Registration No. 1996923
4. Gold Circle Farms, Japan, Registration No. 4530599

(collectively the "Trademarks").

b. Assignee has been using the trademark "Gold Circle Farms" by virtue of a license granted to Assignee by Assignor's predecessor.

c. Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks.

Now, therefore, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. Incorporation of Recitals. Sections 1(a) through (c) above ("Recitals") are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this agreement.

3. Consideration. In consideration for the agreements contained herein, Assignee shall pay to Assignor the [REDACTED] promptly upon execution of this agreement by all parties.

4. Assignment. Assignor hereby assigns, sells, transfers and conveys unto Assignee all right, title and interest in and to the Trademarks together with all goodwill of the business symbolized by the Trademarks, the registration thereof, and all rights of action, powers and benefits accruing to the Trademarks, including the right to bring actions and recover damages for any past, present or future infringements, misappropriations or other violations of the rights with respect to the Trademarks.

5. Assurances. Assignor agrees that it will execute and deliver any and all additional documentation and take any and all other actions as may be necessary to perfect the transfer of title to the Trademarks to Assignee, its successors, assigns, and legal representatives. Assignee agrees that it shall pay all necessary fees to record the assignments of the Trademarks and shall take any and all other actions necessary to approve and effect the transfer of the Trademarks.

6. Indemnification. The Assignee hereby agrees to defend, indemnify and hold the Assignor harmless against any and all liability, claims, penalties, damages, costs, attorney's fees or other expenses of any nature whatsoever paid or incurred in connection with claims by any person arising from Assignee's use of the assigned Trademarks from the execution date of this assignment.

7. Amendments. No amendment, supplement, modification or cancellation of this Assignment shall be effective unless it shall be in writing and signed by each party hereto.

8. Counterparts. This Assignment may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

9. Binding on Successors. This agreement is binding upon and shall inure to the benefit of and be binding upon all parties hereto, and each party's respective heirs, successors, assigns, transferees, parents, affiliates, divisions, subsidiaries, other controlled entities, agents, servants, employees, directors, representatives, partners, and attorneys.

10. Governing Law. The Parties agree that this Agreement and all rights and obligations under it and any other agreement entered into by the Parties related to this Agreement shall be governed by and construed in accordance with the laws of the State of California. If either party institutes an action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other available relief allowed by law.

11. Severability. In the event that any provision of this Assignment as applied to any party or to any circumstance shall be adjudged by a court to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Assignment, the application of such provision in any other circumstance or with respect to any other party, or the validity of enforceability of this Assignment as a whole.

12. Entire Agreement. This Assignment constitutes the entire agreement between the Parties regarding its subject matter, and supersedes all prior understandings of the Parties regarding the subject of this Assignment. Each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, shall be binding on any Party, or anyone acting on behalf of any Party, unless expressly set forth herein. Any modification or amendment of this Assignment shall be effective only if in writing signed by both of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

- Signatures on Next Page -

Signature Page - INTELLECTUAL PROPERTY ASSIGNMENT

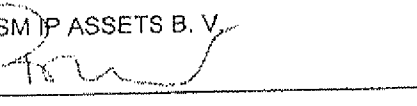
LUBERSKI INC

By: 

Type or Print Name: Donald Lawson

Title: CFO

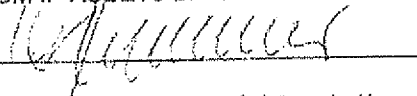
DSM IP ASSETS B. V.

By: 

Type or Print Name: DIETMAR WALTER PRESSNER

Title: DIRECTOR

DSM IP ASSETS B. V.

By: 

Type or Print Name: KONRAD BRUEGGEMANN

Title: DIRECTOR

Signature Page - INTELLECTUAL PROPERTY ASSIGNMENT


LUBERSKI, INC.

By: _____

Type or Print Name: _____

Title: _____

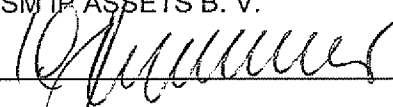
DSM IP ASSETS B. V.

By:  _____

Type or Print Name: DIETMAR WALTER PRESSNER

Title: DIRECTOR

DSM IP ASSETS B. V.

By:  _____

Type or Print Name: KONRAD BRUEGGEMANN

Title: DIRECTOR