

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
Fantastic Foods, Inc.		11/30/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	United Natural Foods, Inc.
Street Address:	313 Iron Horse Way
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02908
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2396643	CHA-CHA CHILI
Registration Number:	1294730	FANTASTIC FALAFIL MIX
Registration Number:	1656369	FANTASTIC FOODS
Registration Number:	2070953	FANTASTIC FOODS
Registration Number:	3518298	FANTASTIC WORLD FOODS
Registration Number:	3641277	FANTASTIC WORLD FOODS NEVER ENDING DISCOVERY
Registration Number:	2841730	FAST NATURALS
Registration Number:	1874035	JUMPIN' BLACK BEANS
Registration Number:	1928000	NATURE'S BURGER
Registration Number:	1283876	QUICK PILAF
Registration Number:	2229911	READY SET PASTA
Registration Number:	1856858	TAMARIND TREE THE TASTE OF INDIA
Registration Number:	1283868	VEGETARIAN CHILI MIX

CORRESPONDENCE DATA

900245038

TRADEMARK
REEL: 004948 FRAME: 0248

OP \$340.00 2396643

Fax Number: 4012734447
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 401-273-4446
Email: cac@barjos.com
Correspondent Name: Cheryl Clarkin; Barlow, Josephs & Holmes
Address Line 1: 101 Dyer Street
Address Line 2: 5th Floor
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	U010
NAME OF SUBMITTER:	Cheryl A. Clarkin
Signature:	/cac/
Date:	01/24/2013

Total Attachments: 6
source=IP Assignment Agreement - Fantastic Foods to UNFI#page1.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into effective as of November 30, 2012, by and between FANTASTIC FOODS, INC., a California corporation (the "*Assignor*"), and UNITED NATURAL FOODS, INC., a Delaware corporation (the "*Assignee*").

RECITALS

- A. The Assignee is the sole stockholder of the Assignor.
- B. The board of directors and the sole stockholder of the Assignor have authorized the dissolution and liquidation of the Assignee pursuant to a plan of distribution and, in connection therewith, filed a Certificate of Dissolution with the Secretary of State of the State of California, effective as of November 30, 2012 (the "*Plan*").
- C. In accordance with the terms of the Plan, the Assignor desires to assign all of its right, title and interest in and to the intellectual property identified on Exhibit A attached hereto that are part of the assets of the Assignor (the "*Intellectual Property Assets*"), and Assignee desires to accept such assignment of the Intellectual Property Assets.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Plan, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Effective as of the Closing, the Assignor hereby assigns, transfers, and conveys to the Assignee any and all of the Assignor's right, title, and interest in and to the Intellectual Property Assets, and including, without limitation, any and all intellectual property rights recognized under the laws of the United States of America or any other jurisdiction, the right to seek and hold registrations for the claim of copyright in any jurisdiction providing for the same, the right to apply for and hold patents in any jurisdiction providing for the same, the right to use, distribute, publish, reproduce, and modify computer software in source and object code formats, and the right to sue for and seek remedies against past, present, and future infringements or misappropriations of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens.
2. Waiver. The Assignor hereby waives any claim available to the Assignor under any theory of natural or moral rights or any right of attribution under the copyright law of any jurisdiction with respect to the Intellectual Property Assets, to the extent such waiver is recognizable under the law of such jurisdiction.

3. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended, nor shall any provision contained herein be construed, to confer any rights or remedies under or by reason of this Agreement on any persons other than the Assignee and its successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to the Assignor or the Assignee, nor shall any provision contained herein give any third party any right of subrogation or action over or against the Assignor or the Assignee.

4. Assignment. This Agreement shall be binding upon the successors of the parties. Except as expressly set forth herein, this Agreement and the rights and obligations of the parties hereunder may not be assigned or delegated by any party without the prior written consent of the other party.

5. Headings, Gender, Interpretation and Construction. The Section, subsection and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

6. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

7. Integration of Agreement. This Agreement and the other agreements described herein supersede all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge or termination is sought.

8. Further Assurances. Each of the parties hereto will do any and all such acts and will execute any and all such documents as may reasonably be necessary from time to time to give full force and effect to the provisions and intent of this Agreement.

9. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has executed this Agreement, as of the date first above written.

THE ASSIGNOR:

Fantastic Foods, Inc.,
a California corporation

By: Mark E. Shamber
Name: Mark E. Shamber
Title: Vice President

STATE OF RI }
COUNTY OF Providence }

On this 30 day of November, 2012, before me, a Notary Public in and for the State and County foresaid, personally appeared Mark E. Shamber, known by me to be the person above named and an officer of the Assignor, who is duly authorized to execute this Agreement on behalf of the Assignor and who signed and executed the foregoing instrument on behalf of the Assignor.

Witness my hand and official seal.

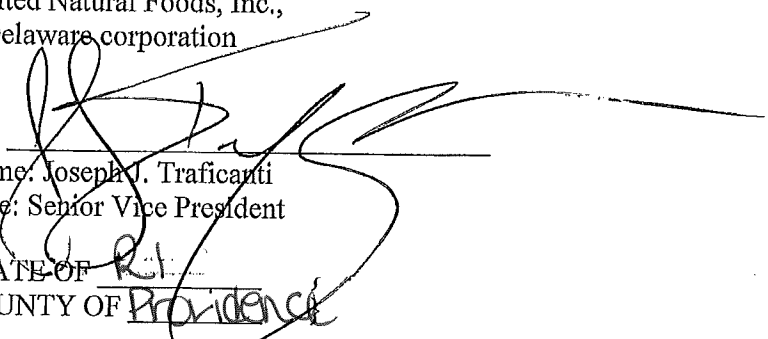
Lynna Kassab
Notary Public in and for said County and State

My Commission Expires 8/31/13

[Signature pages continue overleaf]

THE ASSIGNEE:

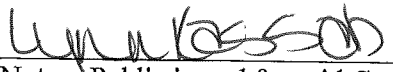
United Natural Foods, Inc.,
a Delaware corporation

By: 
Name: Joseph J. Traficanti
Title: Senior Vice President

STATE OF R.I.
COUNTY OF Providence

On this 30 day of November, 2012 before me, a Notary Public in and for the State and County foresaid, personally appeared Joseph J. Traficanti known by me to be the person above named and an officer of the Assignee, who is duly authorized to execute this Agreement on behalf of Assignee and who signed and executed the foregoing instrument on behalf of the Assignee.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 8/31/13

EXHIBIT A

Intellectual Property Assets

TRADEMARKS:

Country	Mark Name	Current Application #	Current Registration #
United States	CHA-CHA CHILI	74485626	2396643
United States	FANTASTIC FALAFIL MIX	73388231	1294730
United States	FANTASTIC FOODS	74075573	1656369
United States	FANTASTIC FOODS & DESIGN	74538772	2070953
Japan	FANTASTIC FOODS & DESIGN	12630694	4330701
Japan	FANTASTIC FOODS & DESIGN	12630794	4282810
Canada	FANTASTIC WORLD FOODS	1313435	786273
United States	FANTASTIC WORLD FOODS	78814540	3518298
United States	FANTASTIC WORLD FOODS & DESIGN	78814555	3641277
United States	FAST NATURALS	78171912	2841730
United States	JUMPIN' BLACK BEANS	74485473	1874035
United States	NATURE'S BURGER	74587161	1928000
United States	QUICK PILAF	73388230	1283876
United States	READY SET PASTA	75214895	2229911
United States	TAMARIND TREE A TASTE OF INDIA & DESIGN	74415306	1856858
United States	VEGETARIAN CHILI MIX	73387780	1283868