

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           |
|----------------------------|----------|----------------|-----------------------|
| United Natural Foods, Inc. |          | 11/30/2012     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Blue Marble Brands, LLC             |
| <b>Street Address:</b> | 313 Iron Horse Way                  |
| <b>City:</b>           | Providence                          |
| <b>State/Country:</b>  | RHODE ISLAND                        |
| <b>Postal Code:</b>    | 02908                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 71**

| Property Type        | Number  | Word Mark                                    |
|----------------------|---------|--|
| Registration Number: | 3647069 | A WORLD OF GOOD                              |
| Registration Number: | 2611611 | AH! LASKA                                    |
| Registration Number: | 3647068 | BLUE MARBLE BRANDS                           |
| Registration Number: | 2396643 | CHA-CHA CHILI                                |
| Registration Number: | 1831483 | COOL FRUITS                                  |
| Registration Number: | 4139993 | EAT BECAUSE IT'S GOOD!                       |
| Registration Number: | 4119519 | EAT BECAUSE IT'S GOOD!                       |
| Registration Number: | 3811800 | ENJOY THE HARVEST                            |
| 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                                |

OP \$1790.00 3647069

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 2877744  | FETIRI                                       |
| Registration Number: | 3782510  | FIELD DAY                                    |
| Registration Number: | 3359813  | GOOD KARMA                                   |
| Registration Number: | 3424768  | GOOD KARMA ORGANIC RICE DIVINE               |
| Registration Number: | 3399007  | GOOD KARMA ORGANIC RICE DIVINE               |
| Registration Number: | 3321352  | GOOD KARMA ORGANIC RICEMILK                  |
| Registration Number: | 3839507  | GOURMET ARTISAN                              |
| Registration Number: | 2327088  | GOURMET ARTISAN HANDCRAFTED FOODS            |
| Registration Number: | 3977545  | HARVEST BAY                                  |
| Registration Number: | 4191544  | HARVEST BAY                                  |
| Registration Number: | 1874035  | JUMPIN' BLACK BEANS                          |
| Registration Number: | 3364139  | JUNGLE PRODUCTS BEYOND ORGANIC               |
| Registration Number: | 1493354  | LORIVA                                       |
| Registration Number: | 3820839  | M MEDITERRANEAN ORGANIC                      |
| Registration Number: | 2858711  | MEDITERRANEAN ORGANIC                        |
| Registration Number: | 3218006  | MT VIKOS                                     |
| Registration Number: | 3312637  | NANTUCKET OFF-SHORE                          |
| Registration Number: | 2895383  | NATURAL SEA                                  |
| Serial Number:       | 85648416 | NATURAL SEA PURE WILD SEAFOOD                |
| Registration Number: | 2897160  | NATURE'S BASICS                              |
| Registration Number: | 3092157  | NATURE'S BASICS, SUPPLEMENT YOUR LIFE        |
| Registration Number: | 1928000  | NATURE'S BURGER                              |
| Registration Number: | 2211644  | ORGANIC BABY CERTIFIED ORGANIC BABY FOOD     |
| Registration Number: | 3261999  | PRIMACOTTA                                   |
| Registration Number: | 1283876  | QUICK PILAF                                  |
| Registration Number: | 2229911  | READY SET PASTA                              |
| Registration Number: | 3054113  | REVERENCE FOR THE LAND                       |
| Registration Number: | 2884380  | RISING MOON ORGANICS                         |
| Registration Number: | 3940100  | RISING MOON ORGANICS                         |
| Registration Number: | 3338555  | SOY-FULL HEART FLATBREAD                     |
| Registration Number: | 1856858  | TAMARIND TREE THE TASTE OF INDIA             |
| Registration Number: | 2064172  | THE HEALTHY MEXICAN FOOD COMPANY             |
| Registration Number: | 1893236  | TUMARO'S                                     |
| Registration Number: | 2762465  | TUMARO'S AMERICA'S FAVORITE GOURMET TORTILLA |
| Registration Number: | 2465219  | TUMARO'S GOURMET TORTILLAS                   |

**TRADEMARK**

**REEL: 004948 FRAME: 0420**

|                      |         |   |
|----------------------|---------|---|
|                      | 2853695 | TUMARO'S GOURMET TORTILLAS AMERICA'S FAVORITE GOURMET TORTILLAS |
| Registration Number: | 2764541 | TUMARO'S THE ORIGINAL GOURMET WRAPS                             |
| Registration Number: | 1283868 | VEGETARIAN CHILI MIX  |
| Registration Number: | 3322663 | WE RUB FOOD THE RIGHT WAY                                       |
| Registration Number: | 1487657 | WOODSTOCK   |
| Registration Number: | 4143767 | WOODSTOCK   |
| Registration Number: | 4100139 | WOODSTOCK   |
| Registration Number: | 4143766 | WOODSTOCK EAT BECAUSE IT'S GOOD!                                |
| Registration Number: | 4100138 | WOODSTOCK EAT BECAUSE IT'S GOOD!                                |
| Registration Number: | 3546914 | WOODSTOCK FARMS   |
| Registration Number: | 3619439 | WOODSTOCK FARMS   |
| Registration Number: | 3546915 | WOODSTOCK FARMS   |
| Registration Number: | 3458482 | WOODSTOCK FARMS   |
| Registration Number: | 3619430 | WOODSTOCK FARMS   |
| Registration Number: | 3619431 | WOODSTOCK FARMS   |
| Registration Number: | 3619432 | WOODSTOCK FARMS   |
| Registration Number: | 1472520 | WOODSTOCK FARMS   |
| Registration Number: | 3741043 | WOODSTOCK FARMS   |
| Registration Number: | 3846441 | WOODSTOCK FARMS   |
| Registration Number: | 3523496 | WORLD PEACE BEGINS IN THE KITCHEN                               |
| Registration Number: | 3647063 | WORLD PEACE BEGINS IN THE KITCHEN                               |
| Registration Number: | 2935150 | WRAPABLES   |

**CORRESPONDENCE DATA**

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: 1st Floor  
Address Line 4: Providence, RHODE ISLAND 02903

|                         |                   |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | U010              |
| NAME OF SUBMITTER:      | Cheryl A. Clarkin |
| Signature:              | /cac/             |

**TRADEMARK**

01/24/2013

**Total Attachments: 8**

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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 UNITED NATURAL FOODS, INC., a Delaware corporation (the "*Assignor*"), and BLUE MARBLE BRANDS, LLC, a Delaware limited liability company (the "*Assignee*"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in that certain Contribution Agreement, dated as of the date of this Agreement, entered into by and between the Assignor and the Assignee (the "*Contribution Agreement*").

### RECITALS

A. The Assignor and the Assignee have entered into the Contribution Agreement pursuant to which the Assignor has agreed to transfer, contribute and deliver to the Assignee, and the Assignee has agreed to accept from the Assignor, all of the Assignor's rights, titles and interests in and to the Assets.

B. In accordance with the terms of the Contribution Agreement, 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 (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 Contribution Agreement, 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

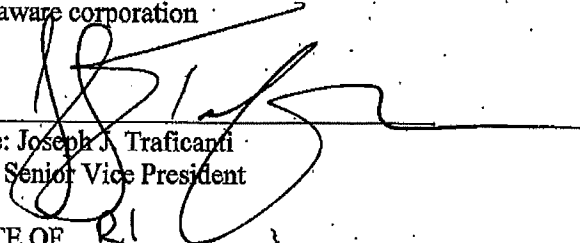
any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, 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:**

United Natural Foods, Inc.,  
a Delaware corporation

By:   
Name: Joseph J. Traficanti  
Title: Senior 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 Joseph J. Traficanti, 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.

Lyma Kassab  
Notary Public in and for said County and State

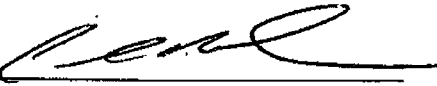
My Commission Expires 8/31/13

[Signature pages continue overleaf]



**THE ASSIGNEE:**

Blue Marble Brands, LLC,  
a Delaware limited liability company

By: 


Name: Christopher P. Testa

Title: 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 Christopher P. Testa 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

[See attached]

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**TRADEMARKS:**

| Country       | Mark Name   | Current Application # | Current Registration # |
|---------------|---|-----------------------|------------------------|
| United States | A WORLD OF GOOD   | 77628795              | 3647069                |
| United States | AHI LASKA   | 76106166              | 2611611                |
| United States | BLUE MARBLE BRANDS  | 77628776              | 3647068                |
| United States | CHA-CHA CHILI   | 74485626              | 2396643                |
| United States | COOL FRUITS   | 74258939              | 1831483                |
| Bermuda       | COOL FRUITS   | 26187                 | 26187                  |
| Canada        | EAT BECAUSE ITS GOOD!   | 1537053               |                        |
| Canada        | EAT BECAUSE ITS GOOD!   | 1537235               |                        |
| United States | EAT BECAUSE IT'S GOOD!  | 85227333              | 4139993                |
| United States | EAT BECAUSE IT'S GOOD!  | 85230675              | 4119519                |
| United States | ENJOY THE HARVEST   | 77691788              | 3811800                |
| 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 | FETIRI  | 78318318              | 2877744                |
| United States | FIELD DAY   | 77691780              | 3782510                |
| United States | GOOD KARMA  | 78958467              | 3359813                |
| United States | GOOD KARMA ORGANIC RICE DIVINE                                | 78970581              | 3424768                |
| United States | GOOD KARMA ORGANIC RICE DIVINE and Design (with planet earth) | 77017247              | 3399007                |
| United States | GOOD KARMA ORGANIC RICEMILK                                   | 78841675              | 3321352                |
| United States | GOURMET ARTISAN   | 77844388              | 3839507                |
| United States | GOURMET ARTISAN HANDCRAFTED FOODS AND DESIGN                  | 75292335              | 2327088                |
| United States | HARVEST BAY   | 85165859              | 3977545                |
| Canada        | HARVEST BAY and Design (logo with swoosh)                     | 1538713               |                        |
| United States | HARVEST BAY and Design (logo with swoosh)                     | 85279490              | 4191544                |
| United States | JUMPIN' BLACK BEANS   | 74485473              | 1874035                |
| United States | JUNGLE PRODUCTS BEYOND ORGANIC                                | 76674431              | 3364139                |
| United States | LORIVA  | 73691997              | 1493354                |
| United States | M MEDITERRANEAN ORGANIC and Design (new logo from 2007)       | 77845506              | 3820839                |
| United States | MEDITERRANEAN ORGANIC & DESIGN                                | 78038833              | 2858711                |
| United States | MT VIKOS (Stylized)   | 78892521              | 3218006                |
| United States | NANTUCKET OFF-SHORE   | 78963973              | 3312637                |
| United States | NATURAL SEA   | 78238990              | 2895383                |
| United States | NATURAL SEA PURE WILD SEAFOOD and Design                      | 85648416              |                        |
| United States | NATURE'S BASICS   | 78238970              | 2897160                |
| United States | NATURE'S BASICS, SUPPLEMENT YOUR LIFE                         | 78238979              | 3092157                |
| United States | NATURE'S BURGER   | 74587161              | 1928000                |
| United States | ORGANIC BABY CERTIFIED ORGANIC BABY FOOD AND DESIGN           | 75222924              | 2211644                |

| Country             | Mark Name   | Current Application # | Current Registration # |
|---------------------|---|-----------------------|------------------------|
| United States       | PRIMACOTTA  | 78443407              | 3261999                |
| United States       | QUICK PILAF   | 73388230              | 1283876                |
| United States       | READY SET PASTA   | 75214895              | 2229911                |
| United States       | REVERENCE FOR THE LAND  | 78530706              | 3054113                |
| Canada              | RISING MOON ORGANICS & Design                                   | 1539398               | 830725                 |
| United States       | RISING MOON ORGANICS & Design                                   | 78302417              | 2884380                |
| United States       | RISING MOON ORGANICS & DESIGN                                   | 85012780              | 3940100                |
| United States       | SOY-FULL HEART FLATBREAD  | 77093655              | 3338555                |
| United States       | TAMARIND TREE A TASTE OF INDIA & DESIGN                         | 74415306              | 1856858                |
| United States       | THE HEALTHY MEXICAN FOOD COMPANY                                | 74593532              | 2064172                |
| United States       | TUMARO'S  | 74506206              | 1893236                |
| United States       | TUMARO'S AMERICA'S FAVORITE GOURMET TORTILLA                    | 76302605              | 2762465                |
| United States       | TUMARO'S GOURMET TORTILLAS                                      | 75852865              | 2465219                |
| United States       | TUMARO'S GOURMET TORTILLAS AMERICA'S FAVORITE GOURMET TORTILLAS | 78241127              | 2853695                |
| United States       | TUMARO'S THE ORIGINAL GOURMET WRAPS                             | 75683942              | 2764541                |
| United States       | VEGETARIAN CHILI MIX  | 73387780              | 1283868                |
| United States       | WE RUB FOOD THE RIGHT WAY                                       | 77071578              | 3322663                |
| United States       | WOODSTOCK   | 73646393              | 1487657                |
| Canada              | WOODSTOCK   | 1537236               |                        |
| United States       | WOODSTOCK   | 85227329              | 4143767                |
| United States       | WOODSTOCK   | 85230671              | 4100139                |
| Canada              | WOODSTOCK (block letter)  | 1537050               |                        |
| Canada              | WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)                         | 1537049               |                        |
| Canada              | WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)                         | 1537237               |                        |
| United States       | WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)                         | 85226939              | 4143766                |
| United States       | WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)                         | 85230668              | 4100138                |
| Community Trademark | WOODSTOCK FARMS & DESIGN  | 4999157               | 4999157                |
| Taiwan              | WOODSTOCK FARMS & DESIGN  | 95013659              | 1253807                |
| United States       | WOODSTOCK FARMS & DESIGN  | 78723956              | 3546914                |
| United States       | WOODSTOCK FARMS & DESIGN  | 78723958              | 3619439                |
| United States       | WOODSTOCK FARMS & DESIGN  | 78723964              | 3546915                |
| Community Trademark | WOODSTOCK FARMS (WORD MARK)                                     | 4666046               | 4666046                |
| Community Trademark | WOODSTOCK FARMS (WORD MARK)                                     | 4994083               | 4994083                |
| Taiwan              | WOODSTOCK FARMS (WORD MARK)                                     | 94033609              | 1207882                |
| Taiwan              | WOODSTOCK FARMS (WORD MARK)                                     | 94033608              | 1208006                |
| Taiwan              | WOODSTOCK FARMS (WORD MARK)                                     | 94033607              | 1196782                |
| Taiwan              | WOODSTOCK FARMS (WORD MARK)                                     | 95013665              | 1242138                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 75483354              | 3458482                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 78609470              | 3619430                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 78609472              | 3619431                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 78609475              | 3619432                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 73646540              | 1472520                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 77641949              | 3741043                |
| United States       | WOODSTOCK FARMS (WORD MARK)                                     | 77844426              | 3846441                |
| United States       | WORLD PEACE BEGINS IN THE KITCHEN                               | 77322223              | 3523496                |
| United States       | WORLD PEACE BEGINS IN THE KITCHEN                               | 77628725              | 3647063                |
| United States       | WRAPABLES   | 78388646              | 2935150                |

TRADEMARK

RECORDED: 01/24/2013

REEL: 004948 FRAME: 0430