

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
Radlo Foods, LLC		05/17/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BF Agricultural Acquisition, LLC
Doing Business As:	Born Free Foods, LLC
Street Address:	313 Pleasant Street
City:	Watertown
State/Country:	MASSACHUSETTS
Postal Code:	02472
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3690603	BF FAMILY
Registration Number:	3765414	BF FAMILY
Registration Number:	4115349	BF FAMILY
Registration Number:	2741175	BORN FREE
Registration Number:	4154292	BORN FREE
Registration Number:	4168281	BORN FREE
Registration Number:	3767370	BORN FREE
Registration Number:	4168282	BORN FREE
Serial Number:	85767859	BORN FREE
Serial Number:	85160633	BORN FREE FREE ROAMING
Serial Number:	85294411	BORN FREE FREE ROAMING BORN FREE FREE RO
Serial Number:	85277247	BORN FREE FREE ROAMING BORN FREE FREE RO
Registration Number:	3601072	EL MEJOR HUEVO

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Registration Number:	3637420	FARMER'S BEST
Serial Number:	85287654	FARMER'S BEST
Serial Number:	85160405	FREE ROAMING
Registration Number:	4161603	GROWN FREE
Registration Number:	3782769	HEART GOODNESS
Registration Number:	3584504	NATURE'S GROVE
Registration Number:	3938213	NATURE'S MOUNTAIN RANCH
Registration Number:	4150525	PATRIOT HARBOR FARMS
Registration Number:	4150526	PATRIOT HARBOR FARMS
Registration Number:	3491025	RF RADLO FOODS SINCE 1916
Registration Number:	2232686	SUNNY DAY

CORRESPONDENCE DATA

Fax Number: 7038362021
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 703.836.6620
Email: bassam.ibrahim@bipc.com
Correspondent Name: Bassam N. Ibrahim
Address Line 1: Buchanan Ingersoll & Rooney PC
Address Line 2: P.O. Box 1404
Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	1034133-000001
NAME OF SUBMITTER:	Kathleen M. Hemmerdinger
Signature:	/Kathleen M. Hemmerdinger/
Date:	05/30/2013

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter "Assignment") is entered on the execution date, between Radlo Foods, LLC, a limited liability company organized under the laws of Massachusetts, having a place of business at 313 Pleasant Street, Watertown, MA 02472 (hereinafter "Assignor") and BF Agricultural Acquisition, LLC, d/b/a Born Free Foods, LLC, a limited liability company organized and existing under the laws of Delaware, having a place of business at 313 Pleasant Street, Watertown, MA 02472 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark registrations/applications listed in the attached Schedule A (the "Marks").

WHEREAS, Assignor and Assignee are desire to enter into this Assignment;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (c) hereof, collectively, the "Assigned Intellectual Property").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in their entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which evidence of such use has not yet been filed in the USPTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.


4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

5. All assignments to be executed and return to the attention of:

Bassam N. Ibrahim, Esq.
Buchanan Ingersoll & Rooney, PC
1737 King Street, Suite 500
Alexandria, VA 22314
Telephone: 703-836-6620
Facsimile: 703-836-2021
Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

RADLO FOODS, LLC

By:  _____

Name: Bassam Ibrahim

Title: Partner

Date: May 17, 2013

SCHEDULE A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration/Serial No.</u>
BF FAMILY	3,690,603
BF FAMILY	3,765,414
BF FAMILY & Design	4,115,349
BORN FREE	2,741,175
BORN FREE	4,154,292
BORN FREE	4,168,281
BORN FREE & Design	3,767,370
BORN FREE & Design	4,168,282
BORN FREE & Design	85/767,859
BORN FREE FREE ROAMING	85/160,633
BORN FREE FREE ROAMING & Design	85/294,411
BORN FREE FREE ROAMING & Design	85/277,247
EL MEJOR HUEVO	3,601,072
FARMER'S BEST	3,637,420
FARMER'S BEST	85/287,654
FREE ROAMING	85/160,405
GROWN FREE	4,161,603
HEART GOODNESS	3,782,769
NATURE'S GROVE & Design	3,584,504
NATURE'S MOUNTAIN RANCH	3,938,213
PATRIOT HARBOR FARMS	4,150,525
PATRIOT HARBOR FARMS & Design	4,150,526
RF RADLO FOODS SINCE 1916 & Design	3,491,025
SUNNY DAY	2,232,686

SCHEDULE A

CANADA TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration/Serial No.</u>
BORN FREE	TMA729,529
BORN FREE	TMA625,932
BORN FREE & Design	1,450,764
HEART GOODNESS	TMA813,119

COMMUNITY TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
BORN FREE	003116118
BORN FREE & Design	008558835
BORN FREE FREE ROAMING	009918103
FREE ROAMING	009918079