

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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
Hearthside Food Solutions, LLC		05/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Attune Foods, LLC f/k/a Post Acquisition Sub I, LLC
<b>Street Address:</b>	900 Kearny Street
<b>Internal Address:</b>	Suite 600
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94133
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	77682604	FRESH STRAWBERRY CRUNCH
Serial Number:	77663288	GRANOLA CRISPS
Serial Number:	77682613	MOUNTAIN BLUEBERRY FLAX
Serial Number:	76362596	PEACE CEREAL
Serial Number:	74168909	SWEET HOME FARM
Serial Number:	75155337	VALLEY CREEK FARMS
Serial Number:	85419440	OREGON'S FINEST · EST. 1973 WILLAMETTE V

**CORRESPONDENCE DATA**

Fax Number: 3146673633  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 314.552.6000  
 Email: ipdocket@thompsoncoburn.com

CH \$190.00 77682604

Correspondent Name: Thomas A. Polcyn  
Address Line 1: One US Bank Plaza  
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 53807-114415

NAME OF SUBMITTER: Thomas A. Polcyn

Signature: /TAP/

Date: 06/13/2013

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of May ~~28~~, 2013 by and between Hearthside Food Solutions, LLC, a Delaware limited liability company ("Assignor"), and Attune Foods, LLC f/k/a Post Acquisition Sub I, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Post Acquisition Sub I, LLC consummated the transactions under that certain Asset Purchase Agreement dated May 8, 2013 among Assignor and Post Acquisition Sub I, LLC (the "Asset Purchase Agreement");

WHEREAS, on May 9, 2013, Post Acquisition Sub I, LLC amended its certificate of formation to change its name to Attune Foods, LLC;

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and trademark registrations and trademark applications listed in **Exhibit A** attached hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, the execution and delivery of this Assignment is pursuant to the parties' obligations in connection with the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest in and to the Trademarks together with the accompanying goodwill and that portion of the business represented and symbolized by the Trademarks (including, without limitation, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, the right to sue and collect damages for future or past infringements, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.


Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

**Hearthside Food Solutions, LLC**

By:   
Name: Richard G. Scalise  
Title: Chairman and Chief Executive Officer

ASSIGNEE:

**Attune Foods, LLC  
f/k/a Post Acquisition Sub I, LLC**

By: \_\_\_\_\_  
Name: Robert V. Vitale  
Title: Vice President

*Signature Page to Trademark Assignment*

**TRADEMARK  
REEL: 005046 FRAME: 0617**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.


ASSIGNOR:

**Hearthside Food Solutions, LLC**

By: \_\_\_\_\_  
Name: Richard G. Scalise  
Title: Chairman and Chief Executive Officer

ASSIGNEE:

**Attune Foods, LLC  
f/k/a Post Acquisition Sub I, LLC**

By:  \_\_\_\_\_  
Name: Robert V. Vitale  
Title: Vice President

*Signature Page to Trademark Assignment*

**Exhibit A to TRADEMARK ASSIGNMENT**

Mark Name	Country	Status	Goods	Appl. No.	Reg. No.
FRESH STRAWBERRY CRUNCH	US	Registered	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other foods.	77/682,604	3,773,207
GRANOLA CRISPS	US	Registered (Supp Reg)	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other foods.	77/663,288	3,801,316
MOUNTAIN BLUEBERRY FLAX	US	Registered (Supp Reg)	Processed cereal-based food to be used as a breakfast food, snack food, or ingredient for making other foods.	77/682,613	3,726,867

OREGON'S FINEST EST. 1973 WILLAMETTE VALLEY GRANOLA COMPANY & Design (intent-to-use Application)	US	Statement of Use accepted by USPTO on May 10, 2013	Bakery goods;	85/419,440	
PEACE CEREAL	US	Registered	Breakfast cereal.	76/362,596	2,642,793
SWEET HOME FARM	US	Registered	Breakfast cereals.	74/168,909	1,735,778
VALLEY CREEK FARMS	US	Registered	Granola.	75/155,337	2,093,069
PEACE CEREAL	CAN	Registered	Breakfast cereal.	1281982	TMA683,523