

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triple "B" Corporation		07/31/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Real Foods of Seattle, LLC		
Street Address:	911-B Blanco Circle		
Internal Address:	c/o Taylor Fresh Foods, Inc.		
City:	Salinas		
State/Country:	CALIFORNIA		
Postal Code:	93902		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3147152	REAL FOODS	
Registration Number:	3147153	REAL FOODS	
Registration Number:	4496971	REAL FOODS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	92434-00069		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	07/31/2014		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made as of July 31, 2014 by Triple “B” Corporation, a Washington corporation (“*Assignor*”), to Real Foods of Seattle, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

- A. Assignor owns the registered trademarks set forth on *Exhibit A* hereto (the “*Assigned Trademarks*”);
- B. Triple B and the Company have entered into that certain Asset Contribution Agreement, dated as of the date hereof (the “*Contribution Agreement*”), pursuant to which Triple B has agreed to convey, transfer, assign and deliver the Transferred Assets (as defined in the Contribution Agreement), including the Assigned Trademarks, to the Company and the Company has agreed to acquire and accept all of the Transferred Assets, including the Assigned Trademarks; and
- C. Assignor desires to assign the Assigned Trademarks to Assignee on the terms and subject to the conditions hereinafter set forth.


AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Transfer and Assignment. Under the terms and subject to the conditions of the Contribution Agreement, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks, together with the goodwill associated therewith and symbolized thereby, including all rights of Assignor to bring an action for past infringement or dilution of the Assigned Trademarks and recover damages therefor, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- No Change to Asset Contribution Agreement. Nothing in this Assignment shall extend, amplify or otherwise alter any liability or obligation of Triple B or the Company arising under the Contribution Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Transferred Assets. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern.
- Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such dispute or controversy), without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

TRIPLE "B" CORPORATION,
a Washington corporation

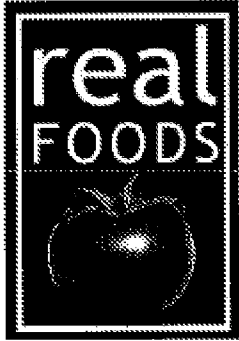
By: 
Charles W. Billow,
Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005334 FRAME: 0412

EXHIBIT A
ASSIGNED TRADEMARKS

- Reg. No. 3,147,152



- Reg. No. 3,147,153



- Reg. No. 4,496,971

REAL FOODS