

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 8TH CONTINENT, LLC | | 02/11/2008 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | STREMICKS HERITAGE FOODS, LLC | | |
| Street Address: | 4002 Westminster Avenue | | |
| City: | Santa Ana | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92703-1310 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76164262 | 8TH CONTINENT | |
| Serial Number: | 76356512 | SIMPLE CHANGE, BETTER HEALTH | |
| Serial Number: | 78837338 | WHERE TASTE MATTERS! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (949)823-6994 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (949) 760-9600 | | |
| Email: | kgodfrey@omm.com | | |
| Correspondent Name: | O'MELVENY & MYERS LLP (K. Godfrey) | | |
| Address Line 1: | 610 Newport Center Drive | | |
| Address Line 2: | 17th Floor | | |
| Address Line 4: | Newport Beach, CALIFORNIA 92660-6429 | | |
| NAME OF SUBMITTER: | Kristin A.M. Godfrey | | |
| Signature: | /Kristin A.M. Godfrey/ | | |

CH \$90.00 76164262

Date:

02/26/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "*Agreement*") is made by and between 8th Continent, LLC, a Delaware limited liability company (the "*Assignor*"), and Stremicks Heritage Foods, LLC, a Delaware limited liability company (the "*Assignee*").

WHEREAS, Assignor has adopted and used the trademarks and owns the trademark applications and registrations listed on **Exhibit A**, attached hereto (the "*Marks*");

WHEREAS, Assignee desires to acquire the Marks and the applications and registrations for the Marks; and

WHEREAS, Assignor, General Mills Operations, Inc., a Delaware corporation, E. I. du Pont de Nemours and Company, a Delaware corporation, and Assignee entered into that certain Asset Purchase Agreement, dated February 11, 2008 (the "*Asset Purchase Agreement*"), whereby all right, title and interest in and to the Marks, including the goodwill associated with the Marks and certain rights and assets of the business connected with the Marks, was transferred from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer and sell unto Assignee all of its right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the goodwill of the business symbolized by the Marks, certain rights and assets of the business connected with the Marks, and the existing applications and registrations for the Marks.

Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction. This Agreement shall be effective as of the Closing Date (as defined in the Asset Purchase Agreement), and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

(Remainder of page intentionally left blank; signature page follows)

8th CONTINENT, LLC

By: 

Name: Y. Marc Belton

Title: Member Representative

STREMICKS HERITAGE FOODS, LLC

By: _____

Name:

Title:

(Signature Page to Trademark Assignment Agreement)

8th CONTINENT, LLC

By: _____
Name: Y. Marc Belton
Title: Member Representative

STREMICKS HERITAGE FOODS, LLC

By:  _____
Name: Michael W. Malone
Title: Chief Financial Officer

(Signature Page to Trademark Assignment Agreement)

**EXHIBIT A
Marks**

| <i>COUNTRY</i> | | | | | | | |
|---|---------------|---|-----------------|------------|------------------|------------|---------|
| | Reference No. | Filed | Application No. | Registered | Registration No. | Status | Classes |
| Mark: "8th Continent" | | | | | | | |
| <i>(1) CANADA: N/A - SOY BEVERAGES</i> | | | | | | | |
| | 85001CA001 | 05/11/2001 | 1102600 | | | ABANDONED | N/A |
| <i>(2) CANADA: N/A - CEREAL-DERIVED READY-TO-EAT FOOD BARS AND READY-TO-EAT BREAKFAST CEREAL; PROCESSED CEREAL SNACK FOOD; CEREAL BASED FOOD INGREDIENTS</i> | | | | | | | |
| | 85001CA002 | 06/01/2006 | 1303628 | | | PENDING | N/A |
| <i>(3) DOMINICAN: 29 - MEAT, FISH, POULTRY AND GAME; PRESERVED, DRIED AND COOKED FRUITS AND VEGETABLES; JELLIES, JAMS, COMPOTES; EGGS, MILK AND MILK PRODUCTS; EDIBLE OILS AND FATS</i> | | | | | | | |
| | 85001DO001 | 11/03/2006 | | | | MAILED | 2 |
| <i>(4) TRINIDAD & TOBAGO: 29 - SOY-BASED FOOD BEVERAGES</i> | | | | | | | |
| | 85001TT001 | 12/05/2006 | 38040 | | | PENDING | 29 |
| <i>(5) UNITED STATES: 29 - SOY-BASED FOOD BEVERAGES</i> | | | | | | | |
| | 85001US001 | 11/14/2000 | 76/164,262 | 04/01/2003 | 2,703,037 | REGISTERED | 29 |
| Mark: "Simple Change, Better Health" | | | | | | | |
| <i>(6) UNITED STATES: 29 - SOY-BASED FOOD BEVERAGES USED AS A MILK SUBSTITUTE</i> | | | | | | | |
| | 85003US001 | 01/08/2002 | 76/356,512 | 12/27/2002 | 2,662,792 | REGISTERED | 29 |
| Mark: "WHERE TASTE MATTERS!" | | | | | | | |
| | | 03/15/2006, published for opposition on 06/05/2007 | 78/837338 | | | PENDING | 32,29 |