

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
Societe des Produits Nestle S.A.		10/01/2008	Societe Anonyme: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Contintenal Mills, Inc.		
Street Address:	18125 Andover Park West		
City:	Tukwila		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0553367	ALBERS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	00481-0078		
NAME OF SUBMITTER:	Grace Han Stanton		
Signature:	/Grace Han Stanton/		

CH \$40.00 0553367

Date:

10/15/2008

Total Attachments: 1

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Dated as of October 1, 2008

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("Nestlé"), and Continental Mills, Inc., a Washington corporation (the "Buyer"), have entered into that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Nestlé has agreed to sell, and the Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("Seller"), and Buyer have entered into that certain Intellectual Property Purchase Agreement, dated as of the date of the Purchase Agreement (the "Intellectual Property Purchase Agreement"), pursuant to which Seller has agreed to sell, and Buyer has agreed to buy, certain intellectual property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the Transferred Intellectual Property (as defined in the Intellectual Property Purchase Agreement), including by not limited to U.S. Registration No. 0553,367 for the mark ALBERS; *provided, however*, that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

Seller further agrees to execute, at Buyer's expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of the date first above written.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By: 

Name:

Title:

Jean-Pierre Maeder
Authorized Signatory