

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
Ehud Baron		04/09/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Udi's Healthy Foods, LLC		
Street Address:	7010 Broadway		
Internal Address:	Suite 430		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80221		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3095332	UDI'S	
Registration Number:	3079722	UDI'S	
CORRESPONDENCE DATA			
Fax Number:	(317)223-0276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317.684.5276		
Email:	TRADEMARK@BOSELAW.COM		
Correspondent Name:	Megan M. Mulford		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	19073-0007		
NAME OF SUBMITTER:	Megan M. Mulford		

OP \$65.00 3095332

Signature:	/Megan M. Mulford/
Date:	04/22/2010
Total Attachments: 3 source=UDI'S#page1.tif source=UDI'S#page2.tif source=UDI'S#page3.tif	

UDI'S MARK ASSIGNMENT AGREEMENT

This Udi's Mark Assignment Agreement (this "Assignment") is entered into as of the 9th day of April, 2010, between Ehud Baron, an individual with an address at 101 E. 70th Ave., Denver, CO 80221 ("Assignor") and Udi's Healthy Foods, LLC, a Colorado limited liability company with offices at 7010 Broadway, Suite 430, Denver, Colorado 80221 ("Assignee"). Assignor and Assignee are each sometimes individually referred to herein as a "party" and collectively as the "parties."

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the marks and registrations listed in the attached Schedule A (collectively, the "Marks");

WHEREAS, Assignee is entering into that certain Purchase Agreement by and among Udi's Granola, LLC, Hubson Acquisition, LLC, and the Assignee, of even date herewith (the "Agreement"), pursuant to which it is contemplated that this Assignment shall be executed by the parties hereto;

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 together with the goodwill associated with the Marks; (b) any extension or renewal of any associated registration; and (c) any unregistered rights in any of the Marks (subsections (a) through (c) hereof, collectively, the "Assigned Intellectual Property").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property.

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.

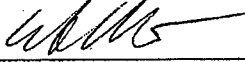
4. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

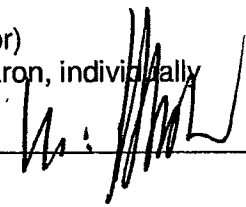
[Signature Page To Follow]

IN WITNESS WHEREOF, I have hereunto set my hand as of the date written above.

(Assignee)
Udi's Healthy Foods, LLC

(Assignor)
Ehud Baron, individually

By 
Name: *Ehai Baron*
Title: *President*

By 

[Schedule A To Follow]

