

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
CIBO NATURALS, LLC		01/25/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	MONTEREY GOURMET FOODS, INC.		
Street Address:	2315 Moore Ave.		
City:	Fullerton		
State/Country:	COLORADO		
Postal Code:	92833		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2752291	CIBO NATURALS	
Registration Number:	2752290		
Registration Number:	2752289	FRESH MATTERS	
CORRESPONDENCE DATA			
Fax Number:	(925)944-9701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	925-944-9700		
Email:	sharding@sblp.com		
Correspondent Name:	Shawn F. Harding, Esq.		
Address Line 1:	1333 N. California Blvd., Suite 350		
Address Line 2:	Shapiro Buchman Provine Brothers Smith		
Address Line 4:	Walnut Creek, CALIFORNIA 94596		
ATTORNEY DOCKET NUMBER:	30435.900		
NAME OF SUBMITTER:	Shawn F. Harding		

CH \$90.00 2752291

900183145

TRADEMARK
 REEL: 004467 FRAME: 0526

Signature:	/shawn f. harding/
Date:	02/03/2011
Total Attachments: 8 source=CIBO Assignment 2#page1.tif source=CIBO Assignment 2#page2.tif source=CIBO Assignment 2#page3.tif source=CIBO Assignment 2#page4.tif source=CIBO Assignment 2#page5.tif source=CIBO Assignment 2#page6.tif source=CIBO Assignment 2#page7.tif source=CIBO Assignment 2#page8.tif	

AGREEMENT FOR THE ASSIGNMENT OF TRADEMARKS

This AGREEMENT FOR THE ASSIGNMENT OF TRADEMARKS ("Assignment"), is entered into and effective as of December 21, 2010 (the "Effective Date"), by and between CIBO NATUALS, LLC, a State of Washington limited liability company ("Assignor"), and Monterey Gourmet Foods, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee may be referred to hereinafter individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Assignor is the owner and holder of certain registered trademarks, including the "CIBO NATUALS", "FRESH MATTERS" and stylized leaf logo trademarks. Copies of the registered trademarks are attached hereto, incorporated herein by this reference as Group Exhibit "A" (collectively, the "Marks").

WHEREAS, Assignor desires to convey, assign and transfer all right, title and interest in and to the Marks, including all goodwill associated therewith (the "Assignment"); and

WHEREAS, Assignee desires to accept such Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, each of which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT.

Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks, 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 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 set forth in Group Exhibit "A" 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 Marks.

2. **ASSIGNMENT CONSIDERATION.**

The consideration ("Assignment Consideration") that Assignee agrees to pay and Assignor agrees to accept for the assignment of the Assigned Rights and the execution of this Assignment is the sum of one dollar (\$1.00). The Assignment Consideration shall be paid by Assignee to Assignor upon the execution of this Assignment.

3. **GENERAL PROVISIONS.**

3.1 **No Brokers.** Each Party represents and warrants to the other Party that no brokers or finders have been employed or are entitled to a commission or compensation in connection with this Assignment.

3.2 **Governing Law.** This Assignment shall be construed in accordance with the laws of the State of California.

3.3. **Modifications.** Any alteration, change or modification of or to this Assignment in order to become effective, shall be made in writing and in each such instance executed on behalf of each Party hereto.

3.4 **Severability.** If any provision of this Assignment or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Assignment or the application of such provision, to persons or circumstances other than those to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

3.5 **Entire Agreement.** This Assignment, and the exhibits attached hereto, represent the entire agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof and this Assignment supersedes and replaces any and all prior and/or contemporaneous agreements, understandings and communications between the Parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the Parties relating to this transaction which are not expressly set forth herein. This Assignment may not be modified except by a written agreement signed by the Parties.

3.6 **Counterparts.** This Assignment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument.

3.7 **Time Of Essence.** Time is of the essence with respect to all matters contained in this Assignment.

3.8 **Incorporation Of Exhibits.** Each and all the exhibits attached to this Assignment, if any, are incorporated herein by reference as if set forth in full in this Assignment.

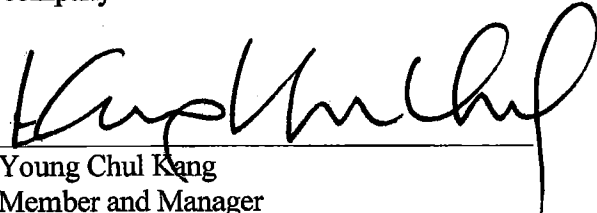
3.9 **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, administrators, successors-in-interest and assigns.

3.10 Further Assurances. In addition to the documents and instruments to be delivered as herein provided, each of the Parties shall, from time to time, at the request of the other Party, execute and deliver to the other such other instruments and documents and shall take such other action as may be required to more effectively carry out the terms of this Assignment.

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

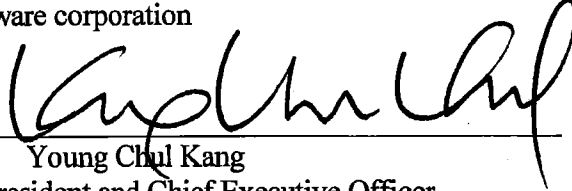
“ASSIGNOR”

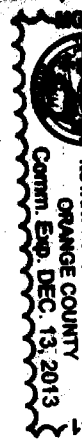
CIBO NATURALS, LLC, a Washington limited liability company

By: 
Young Chul Kang
Its: Member and Manager

“ASSIGNEE”

MONTEREY GOURMET FOODS, INC., a Delaware corporation

By: 
Young Chul Kang
Its: President and Chief Executive Officer



[NOTARY ACKNOWLEDGMENT APPEARS ON NEXT PAGE]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 25, 2011, before me, SOON IK CHUN, Notary Public, personally appeared Young Chul Kang who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SOON IK CHUN
COMM. #1871470
NOTARY PUBLIC • CALIFORNIA



(seal)

Signature *[Handwritten Signature]*

GROUP EXHIBIT A

Int. Cls.: 29 and 30

Prior U.S. Cl.: 46

Reg. No. 2,752,291

United States Patent and Trademark Office Registered Aug. 19, 2003

**TRADEMARK
PRINCIPAL REGISTER**

CIBO NATURALS

CIBO (WASHINGTON CORPORATION)
1914 OCCIDENTAL AVE. SOUTH, # A
SEATTLE, WA 981341413

FOR: CHEESE-BASED SPREADS AND DIPS EX-
CLUDING SALSA AND OTHER SAUCES USED AS
DIPS, IN CLASS 29 (U.S. CL. 46).

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

FOR: PESTO SAUCE AND PASTA SAUCES, IN
CLASS 30 (U.S. CL. 46).

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CIBO", APART FROM THE MARK
AS SHOWN.

THE ENGLISH TRANSLATION OF THE WORD
"CIBO" IN THE MARK IS "FOOD".

SER. NO. 76-416,422, FILED 6-3-2002.

ROBERT LORENZO, EXAMINING ATTORNEY

Int. Cls.: 29 and 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 2,752,290

Registered Aug. 19, 2003

**TRADEMARK
PRINCIPAL REGISTER**



CIBO (WASHINGTON CORPORATION)
1914 OCCIDENTAL AVE. SOUTH, # A
SEATTLE, WA 981341413

FOR: CHEESE-BASED SPREADS AND DIPS EX-
CLUDING SALSA AND OTHER SAUCES USED AS
DIPS; IN CLASS 29 (U.S. CL. 46).

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

FOR: PESTO SAUCE AND PASTA SAUCES , IN
CLASS 30 (U.S. CL. 46).

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

SER. NO. 76-416,421, FILED 6-3-2002.

ROBERT LORENZO, EXAMINING ATTORNEY.

Int. Cls.: 29 and 30

Prior U.S. Cl: 46

United States Patent and Trademark Office

Reg. No. 2,752,289

Registered Aug. 19, 2003

**TRADEMARK
PRINCIPAL REGISTER**

FRESH MATTERS

CIBO (WASHINGTON CORPORATION)
1914 OCCIDENTAL AVE. SOUTH. # A
SEATTLE, WA 981341413

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

FOR: CHEESE-BASED SPREADS AND DIPS EX-
CLUDING SALSA AND OTHER SAUCES USED AS
DIPS, IN CLASS 29 (U.S. CL. 46).

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "FRESH", APART FROM THE
MARK AS SHOWN.

FIRST USE 8-2-2000; IN COMMERCE 8-2-2000.

SER. NO. 76-416,420, FILED 6-3-2002.

FOR: PESTO SAUCE AND PASTA SAUCES, IN
CLASS 30 (U.S. CL. 46).

ROBERT LORENZO, EXAMINING ATTORNEY