

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 |
| Daily Juice Foods, LLC | | 11/16/2011 | LIMITED LIABILITY COMPANY: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Rhythm Superfoods, LLC | | |
| Street Address: | P.O. Box 41345 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78704 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3968943 | RHYTHM BAR | |
| Registration Number: | 3968942 | RHYTHM CHIPS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)224-1510 | | |
| Phone: | 312.224.1500 | | |
| Email: | methier@vaneklaw.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Angela C. Wilcox/Vanek, Vickers & Masini | | |
| Address Line 1: | 111 S. Wacker Drive | | |
| Address Line 2: | Suite 4050 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 10-0021 | | |
| NAME OF SUBMITTER: | Angela C. Wilcox, Attorney of Record | | |

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| Signature: | /Angela C. Wilcox/ |
| Date: | 11/17/2011 |
| Total Attachments: 1 source=Assignment Daily Juice Foods to Rhythm Superfoods_11 16 2011_Executed#page1.tif | |

ASSIGNMENT OF TRADEMARKS AND GOODWILL

This assignment of Trademarks and Goodwill (hereinafter "Assignment"), is made effective as of the 16th day of November 2011 by and between DAILY JUICE FOODS, LLC, a Texas Limited Liability Company, having an address of P.O. Box 41345, Austin, TX 78704 (hereinafter "Assignor") and RHYTHM SUPERFOODS, LLC, a Texas Limited Liability Company, having an address of P.O. Box 41345, Austin, TX 78704 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of common law rights and trademark registrations for the following marks: RHYTHM BAR+DESIGN, Registration No. 3968943 and RHYTHM CHIPS+DESIGN, Registration No. 3968942 with the United States Patent and Trademark Office, which relate to snack foods in International Class 29 (hereinafter referred to as "the Marks");

WHEREAS, Assignee desires to acquire any and all rights that Assignor may have in and to the Marks and the registration therefore, together with all of the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past, present and future infringement, dilution or misappropriation thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and the U.S. registrations and applications therefore throughout the United States together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution or misappropriation of the Marks, and all rights corresponding thereto throughout the United States.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

IN WITNESS THEREOF, the parties have caused this Assignment to be duly executed as of the date first hereinabove written.

DAILY JUICE FOODS, LLC

ROBERT LARUZ, MANAGER
Name & Title

RHYTHM SUPERFOODS, LLC

Scott Jensen CEO
Name & Title

TRADEMARK