

## 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
	SunFood, LLC		11/20/2013
	LIMITED LIABILITY COMPANY: DELAWARE		
RECEIVING PARTY DATA			
Name:	NutraMarks, Inc.		
Street Address:	1400 Kearns Boulevard, 2nd Floor		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85828021	SUN SUPERFOODS
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-204-0421		
Email:	epeterson@globaladgroup.us		
Correspondent Name:	Erica B. Peterson		
Address Line 1:	1830 Gillespie Way, Suite 100		
Address Line 4:	El Cajon, CALIFORNIA 92020		
NAME OF SUBMITTER:	R. Eugene Herbert		
Signature:	/R. Eugene Herbert/		
Date:	12/27/2013		
Total Attachments: 3			
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OP \$40.00 85828021

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 20th of November, 2013, by SunFood, LLC a Delaware limited liability company with an address at 16192 Coastal Highway, Lewes, Delaware limited liability company ("Assignor"), and NutraMarks, Inc., a Delaware corporation, with an address at 1400 Kearns Boulevard, 2nd Floor, Park City Utah 84060 ("Assignee").

WHEREAS, Assignor has a pending trademark application filed with the United States Patent and Trademark Office, for the trademark "Sun Superfoods" with an application number of 85828021 (the "Mark");

WHEREAS, as licensee of Assignee for the trademarks "Sun Food Energy" and "Sunfood Superfoods" Assignor desires to transfers the Mark to assist in the pending registration of the trademark "Sun Superfoods"; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark along with the goodwill of the business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Mark, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Mark, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the internal Laws of the State of Utah without reference to Utah's choice of law rules.

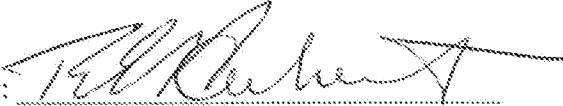
4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

SUNFOOD, LLC

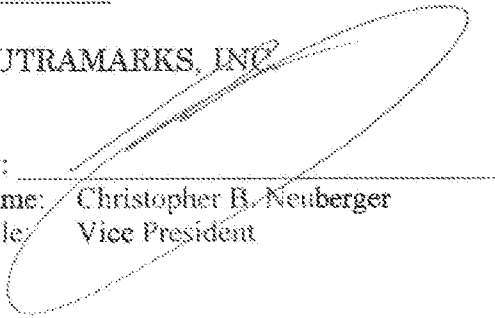
By: 

Name: R. Eugene Herbert

Title: Chairperson, Board of Managers

ASSIGNEE:

NUTRAMARKS, INC

By: 

Name: Christopher B. Neuberger

Title: Vice President

BCS 589005.2

**TRADEMARK**  
**REEL: 005187 FRAME: 0003**

Schedule 1  
Marks

Country	Serial No.	Filed	Registered	Mark	Reg. No.
USA	85828021	1/21/2013		Sun Superfoods	

BGS 98905.2