

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Name Change of Conveying Party
EFFECTIVE DATE:	04/19/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Naturally Fresh, Inc.	FORMERLY Eastern Foods, Inc.	04/19/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	171 17th Street
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0952182	EASTERN

CORRESPONDENCE DATA

Fax Number: (404)522-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-420-4327
 Email: btaylor@phrd.com
 Correspondent Name: Bobbi Acord-Parker Hudson Rainer & Dobbs
 Address Line 1: 285 Peachtree Center Avenue, NE
 Address Line 2: 1500 Marquis Two Tower
 Address Line 4: ATLANTA, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	866.5
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/s/Bobbi Acord

CH \$40.00 0952182

Date:

08/24/2006

Total Attachments: 12

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CROSS-REFERENCE TO TRADEMARK
SECURITY AGREEMENT RECORDED IN
THE U.S. PATENT AND TRADEMARK
OFFICE ON MAY 5, 1988, AT REEL 0601,
FRAME 197, AND FURTHER RECORDED
AT REEL 1286, FRAME 0365

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment") is made this 19th day of April, 2006, between **NATURALLY FRESH, INC.**, formerly known as Eastern Foods, Inc., a Georgia corporation having its principal place of business at 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349 (the "Company"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, successor in interest to Wachovia Bank of Georgia, N.A., a national banking association (hereinafter referred to as "Lender"), with an office at 171 17th Street, Atlanta, Georgia 30363.

RECITALS:

Company and Lender are parties to a certain Trademark Security Agreement recorded in the U.S. Patent and Trademark Office on May 5, 1988, at Reel 0601, Frame 197, as amended and restated by that certain Trademark Security Agreement recorded at the U.S. Patent and Trademark Office on March 10, 1995 at Reel 1286, Frame 0365 (as at any time amended, the "Agreement").

Company subsequently changed its corporate name from Eastern Foods, Inc. to Naturally Fresh, Inc., effective as of January 1, 2003.

Company and Lender now desire to enter into an amendment to the Agreement to evidence Company's change of name,

NOW, THEREFORE, for TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Name Change.** Company warrants and represents that, attached hereto as Exhibit A, is a true and correct copy of that certain Articles of Amendment to the Articles of Incorporation of Eastern Foods, Inc., dated December 16, 2002, providing for Company's change of name from Eastern Foods, Inc. to Naturally Fresh, Inc.

2. **Ratification and Reaffirmation.** Company hereby ratifies and reaffirms all of Company's covenants, duties, obligations, and responsibilities under the Agreement.

3. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Lender in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Agreement as herein modified shall continue in full force and effect.

6. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

7. **Further Assurances.** Company agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the Amendment or any of the transactions contemplated hereby.

[Signature page follows]

WITNESS the execution hereof under seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires 4-6-08
[NOTARIAL SEAL] PUBLIC COBB COUNTY
NOTARY PUBLIC
ST. JEROME EUBANKS
EXPIRES APRIL 6, 2008
GEORGIA

NATURALLY FRESH, INC.

By: [Signature]
Edward J. Greene, President

Attest: [Signature]
Peter J. Rostad, Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires 4-6-08
[NOTARIAL SEAL] PUBLIC COBB COUNTY
NOTARY PUBLIC
ST. JEROME EUBANKS
EXPIRES APRIL 6, 2008
GEORGIA

**WACHOVIA BANK, NATIONAL
ASSOCIATION**

By: [Signature]
Title: VICE PRESIDENT

EXHIBIT A

(See attached)

EXHIBIT A

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 023580078
CONTROL NUMBER: H609591
EFFECTIVE DATE: 01/01/2003
REFERENCE : 0070
PRINT DATE : 01/02/2003
FORM NUMBER : 611

NATURALLY FRESH
1000 NATURALLY FRESH BLVD.
ATLANTA, GA 30349

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

EASTERN FOODS, INC.
A DOMESTIC PROFIT CORPORATION

has filed articles of amendment in the Office of the Secretary of State changing its name to

NATURALLY FRESH, INC.

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox

Cathy Cox
Secretary of State

TRADEMARK

REEL: 003376 FRAME: 0319

G E O R G I A : :

FULTON COUNTY : :

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EASTERN FOODS, INC.

1.

The name of the corporation is EASTERN FOODS, INC., organized and existing under the laws of the State of Georgia.

2.

At a Joint Meeting of the Stockholders and Board of Directors held on March 20, 1998, a resolution was adopted to amend and restate the Articles of Incorporation of the corporation, to include a Plan of Recapitalization of the corporation, as follows:

"AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF EASTERN FOODS, INC.

1.

The name of the corporation is EASTERN FOODS, INC.

2.

The corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

3.

The corporation shall have perpetual duration.

4.

The corporation shall have the authority to issue stock consisting of 10,000,000 shares of Class A (Voting) common capital stock with a One Dollar (\$1.00) par value, and 200,000,000 shares of Class B (Non-Voting) common capital stock with a One (\$.01) Cent par value.

5.

The corporation shall have all the powers allotted to corporations as by law provided and authorized by the "Georgia Business Corporation Code," Official Code of Georgia Ann. §14-2-1, et seq, as it now exists and as hereafter amended. The corporation may, upon resolution by its Board of Directors, purchase its own shares of stock to the extent of unreserved and unrestricted capital surplus available for said purchases, and may sell said stock under terms and conditions approved by the Board of Directors. The corporation shall have the right to create and issue bonds and debentures to bear interest at a rate not to exceed the maximum legal rate, with the right of creation and issuance vested in the Board of Directors who shall have the power to.

Fix all terms and conditions of said bonds and debentures, including dates of maturity, total amount to be issued, and the rate of interest. The corporation shall have the right to enter into any partnership or joint venture with any individual or other corporation or entity, and shall have the right, through its officers, to guarantee or become surety on or to endorse the contracts or obligations of any other corporation, entity, or individual in any matter in which the corporation may have a direct interest, and in addition thereto, to enter into any contract of guaranty, suretyship or endorsement where the corporation has no direct interest in the subject matter of the contract guaranteed or to make any purely accommodation guaranty, endorsement, or contract of suretyship.

5.

No stockholder of the corporation, because of such stockholder's ownership of stock, shall have any preemptive or other right to purchase, subscribe for, or take any part of any stock or any part of any notes, debentures, bonds, or other securities convertible into or carrying options or.

warrants to purchase the stock of the corporation issued, optioned, or sold by it after its incorporation. Any part of the capital stock and any part of the notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase stock of the corporation authorized by these Articles of Incorporation or by Articles of Amendment duly filed, may at any time be issued, optioned for sale, or sold or disposed of by the corporation pursuant to resolution of its Board of Directors upon such terms as may to such Board seem proper without first offering such stock or securities or any part thereof to the existing stockholders.

7.

Any action required by the Georgia Business Corporation Code to be taken at a meeting of the shareholders of the corporation or any action which may be taken at a meeting of the shareholders may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by (1) persons who would be entitled to vote at a meeting all of the shares entitled to vote with respect to the subject matter thereof, or

(2) by persons who would be entitled to vote at a meeting of those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted, provided that action by less than unanimous written consent may not be taken with respect to any election of directors as to which shareholders would be entitled to cumulative voting, all in accordance with Official Code of Georgia Annotated Section 14-2-704 (c), as amended.

8.

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of his duty of care or other duty as a director, except for liability (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation; (ii) for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for the types of liability set forth in Section

24-2-832 of the Georgia Business Corporation Code (the "Code") or successor provisions; or (iv) for any transaction from which the director derives an improper personal benefit. If the Code is hereafter amended, then the liability of a director of the corporation shall be limited to the fullest extent permitted by the Code, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

9.

The initial registered office of the corporation shall be 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349, and the initial registered agent of the corporation at such address shall be Kenneth L. Abbott.

10.

The initial principal office of the corporation shall be 1000 Naturally Fresh Boulevard, Atlanta, Georgia 30349."

Said resolution was adopted by the unanimous consent of the stockholders of stock in said corporation, and the unanimous consent of all members of the Board of Directors of said corporation.

IN WITNESS WHEREOF, the corporation has executed and delivered these Articles of Amendment, and affixed the seal of the corporation, by its duly authorized officers as of the 20th day of March, 1998.

EASTERN FOODS, INC.

By: RH Brooks
President.

Attest: [Signature]
Secretary

(Corporate Seal)

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