

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
NSPIRED NATRUAL FOODS, INC.		02/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UNITED NATURAL FOODS, INC.		
Street Address:	260 Lake Road		
City:	Dayville		
State/Country:	CONNECTICUT		
Postal Code:	06241-0999		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75493862	COOL FRUITS	
Serial Number:	75331482	COOL FRUITS	
Serial Number:	75288769	COOL FRUITS	
Registration Number:	2611611	AH! LASKA	
Registration Number:	1831483	COOL FRUITS	
CORRESPONDENCE DATA			
Fax Number:	(202)942-5999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-943-5000		
Email:	TrademarkDocketing@aporter.com		
Correspondent Name:	ARNOLD & PORTER LLP		
Address Line 1:	555 12th Street, N.W.		
Address Line 2:	Trademark Docketing		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	19343.001		

CH \$140.00 75493862

NAME OF SUBMITTER:	Melissa Cross
Signature:	/Melissa Cross/
Date:	02/20/2007
Total Attachments: 3 source=CoolFruits.Applications.Assignment#page1.tif source=CoolFruits.Registration.Assignment#page1.tif source=AhLaska.Assignment#page1.tif	

TRADEMARK ASSIGNMENT

This Assignment is made effective as of the 9th day of February, 2007 between NSPIRED NATURAL FOODS, INC., a Delaware corporation, and UNITED NATURAL FOODS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the following trademarks and the corresponding United States application therefor, (collectively, the "Marks"):

<u>Trademark</u>	<u>Serial Number</u>
COOL FRUITS	75/493,862
COOL FRUITS	75/331,482
COOL FRUITS	75/288.769

together with the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks, together with the goodwill symbolized thereby; and

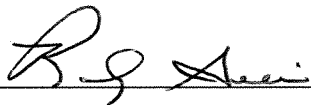
WHEREAS, Assignor has agreed to assign and transfer to Assignee all right, title and interest owned by Assignor in the Marks , together with the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound hereby, Assignor hereby assigns, transfers, conveys and grants to Assignee all right, title, and interest now owned and possessed by Assignor in and to the Marks along with the goodwill symbolized by the Marks.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors in interest and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first specified above.

NSPIRED NATURAL FOODS, INC.



Signature

Name (print): Randy Sieve

Title: Chief Financial Officer

Date: February 9, 2007

TRADEMARK ASSIGNMENT

This Assignment is made effective as of the 9th day of February, 2007 between NSPIRED NATURAL FOODS, INC., a Delaware corporation, and UNITED NATURAL FOODS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark COOL FRUITS and corresponding U.S. Registration No. 1,831,483 (the "Mark"), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Mark, together with the goodwill symbolized thereby; and

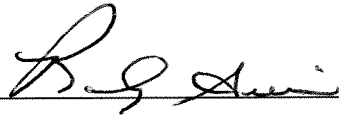
WHEREAS, Assignor has agreed to assign and transfer to Assignee all right, title and interest owned by Assignor in the Mark , together with the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound hereby, Assignor hereby assigns, transfers, conveys and grants to Assignee all right, title, and interest now owned and possessed by Assignor in and to the Mark along with the goodwill symbolized by the Mark.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors in interest and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first specified above.

NSPIRED NATURAL FOODS, INC.



Signature

Name (print): Randy Sieve

Title: Chief Financial Officer

Date: February 9, 2007

TRADEMARK ASSIGNMENT

This Assignment is made effective as of the 9th day of February, 2007 between NSPIRED NATURAL FOODS, INC., a Delaware corporation, and UNITED NATURAL FOODS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademark AH! LASKA and corresponding U.S. Registration No. 2,611,611 (the "Mark"), together with the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Mark, together with the goodwill symbolized thereby; and

WHEREAS, Assignor has agreed to assign and transfer to Assignee all right, title and interest owned by Assignor in the Mark , together with the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound hereby, Assignor hereby assigns, transfers, conveys and grants to Assignee all right, title, and interest now owned and possessed by Assignor in and to the Mark along with the goodwill symbolized by the Mark.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors in interest and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first specified above.

NSPIRED NATURAL FOODS, INC.



Signature

Name (print): Randy Sieve

Title: Chief Financial Officer

Date: February 9, 2007