

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Pillsbury Company, LLC		04/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennant Foods Company, LLC		
Street Address:	500 Park Boulevard		
Internal Address:	Suite 200		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2424917	FRESH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	bonnie@ipresearchplus.com		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	34305		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 2424917

Date:

04/20/2009

Total Attachments: 5

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ASSIGNMENT OF UNITED STATES TRADEMARKS

This Assignment of United States Trademarks (this "Assignment") is effective the 14th day of April, 2009, between The Pillsbury Company, LLC, a Delaware limited liability company with a place of business at Number One General Mills Boulevard, Minneapolis, Minnesota, 55426 ("Assignor"), who is the owner of the entire right, title and interest in, to and under the United States trademarks and trademark applications set forth in Appendix A (the "Trademarks") and in the goodwill associated therewith, if any, and Pennant Foods Company, LLC, a Delaware limited liability company with a place of business at 500 Park Boulevard, Suite 200, Itasca, Illinois 60143 ("Assignee"), who wants to acquire the entire right, title and interest in, to and under the Trademarks.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all Assignor's right, title and interest in, to and under each of the Trademarks, the exclusive right to apply for, own, and maintain all applications, registrations or renewals for the Trademarks and all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Trademarks, the exploitation thereof, and the use and ownership of any of the Trademarks, together with the goodwill of the business, if any, symbolized thereby.

From time to time, as and when reasonably requested by a party hereto, the parties agree (a) to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Assignment, (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder, and (c) to cooperate with each other in connection with the foregoing.

This Assignment shall be construed, interpreted and applied in accordance with the laws of the State of Delaware.


This Assignment may be amended or modified only by a written instrument signed by each Party.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and subject to the Closing under the Purchase Agreement shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

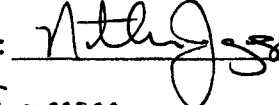
SIGNED this 14th day of April, 2009.

ASSIGNOR: The Pillsbury Company, LLC

SIGNATURE: 

NAME: Ernest M. Hoper, Jr.

TITLE: Vice President, Tax

WITNESS SIGNATURE: 

NAME: Nathan Jorgensen

ASSIGNEE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Signature Page to Assignment of United States Trademarks]

IN WITNESS THEREOF, the parties have caused their respective corporate names to be affixed hereto and this instrument to be signed by their duly authorized officers as of the day and year written below.

SIGNED this 14th day of April, 2009.

ASSIGNOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_


NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ASSIGNEE: Pennant Foods Company, LLC

SIGNATURE: 

NAME: K.H. Hutchinson

TITLE: Vice President + Assistant Secretary

APPENDIX A

TRADEMARK	COUNTRY	REG. NO.	REG. DATE
FRESH ADVANTAGE	UNITED STATES	2,424,917	1/30/2001