

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
Societe Des Produits Nestle S.A.		11/01/2010	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Van's International Foods		
Doing Business As:	DBA Van's Natural Foods		
Street Address:	2525 E. AZ Biltmore Circle, Suite D142		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1464779	BELGIAN CHEF	
Registration Number:	1182353	BELGIAN CHEF!	
CORRESPONDENCE DATA			
Fax Number:	(602)664-2044		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(602) 640-9311		
Email:	trademarks@omlaw.com		
Correspondent Name:	Jonathan F. Ariano		
Address Line 1:	c/o Osborn Maledon, PA		
Address Line 2:	2929 N. Central Avenue, Suite 2100		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Jonathan F. Ariano		
Signature:	/Jonathan.F.Ariano/		

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**TRADEMARK
 REEL: 004307 FRAME: 0946**

Date:

11/01/2010

Total Attachments: 3

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Nestlé USA, Inc., a Delaware corporation ("Nestlé"), and Van's International Foods, a California corporation ("Buyer"), have entered into that certain Asset Purchase Agreement, dated as of November 1, 2010 (the "Asset Purchase Agreement"), pursuant to which Nestlé has agreed to sell, and Buyer has agreed to buy, certain assets; and

WHEREAS, SOCIÉTÉ DES PRODUITS NESTLÉ S.A., a société anonyme organized under the laws of Switzerland ("SPN"), NESTEC LTD., a corporation organized under the laws of Switzerland ("Nestec" and, together with SPN, "Seller"), and Buyer have entered into that certain Intellectual Property Purchase and License Agreement, dated as of November 1, 2010 (the "Intellectual Property Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, certain intellectual property.

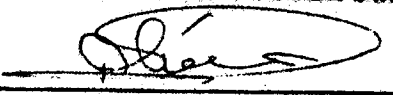
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the Transferred Intellectual Property (as defined in the Intellectual Property Purchase Agreement); *provided, however*, that such assignment and transfer to Buyer does not include, and Seller expressly retains, Seller's right, title and interest in and to any and all Excluded Intellectual Property (as defined in the Intellectual Property Purchase Agreement) owned or possessed by Seller.

Seller further agrees to execute, at Buyer's expense, such further documents as may be required to record Buyer as the owner of the Transferred Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Rights has been signed as of NOVEMBER 1, 2010.

SOCIÉTÉ DES PRODUITS NESTLÉ S.A.

By:  _____

Name:

Hubert Doléac

Title:

Authorised Signatory

NESTEC LTD.

By:  _____

Name: **Odette Dupont**




Title: **Assistant Vice President**

TRADEMARK

REEL: 004307 FRAME: 0949

REGISTERED TRADEMARKS

U.S. AND CANADA TRADEMARK REGISTRATIONS:

COUNTRY	TRADEMARK	REG. NO.	ISSUE DATE	CLASS AND GOODS	NEXT RENEWAL	OWNER
United States	BELGIAN CHEF AND DESIGN 	1,464,779	Nov 10 1987	30: Pre-cooked frozen waffles	Nov 10 2017	SPN
United States	BELGIAN CHEF! AND DESIGN 	1,182,353	Dec 15 1981	30: Precooked, frozen waffles	Dec 15 2011	SPN
Canada	BELGIAN CHEF AND DESIGN 	TMA316062	Jul 4 1986	(1) Precooked and frozen waffles	Jul 4 2011	SPN