

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
United Natural Foods, Inc.		11/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Blue Marble Brands, LLC
Street Address:	313 Iron Horse Way
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02908
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	3647069	A WORLD OF GOOD
Registration Number:	2611611	AH! LASKA
Registration Number:	3647068	BLUE MARBLE BRANDS
Registration Number:	2396643	CHA-CHA CHILI
Registration Number:	1831483	COOL FRUITS
Registration Number:	4139993	EAT BECAUSE IT'S GOOD!
Registration Number:	4119519	EAT BECAUSE IT'S GOOD!
Registration Number:	3811800	ENJOY THE HARVEST
Registration Number:	1294730	FANTASTIC FALAFIL MIX
Registration Number:	1656369	FANTASTIC FOODS
Registration Number:	2070953	FANTASTIC FOODS
Registration Number:	3518298	FANTASTIC WORLD FOODS
Registration Number:	3641277	FANTASTIC WORLD FOODS NEVER ENDING DISCOVERY
Registration Number:	2841730	FAST NATURALS

OP \$1790.00 3647069

Registration Number:	2877744	FETIRI
Registration Number:	3782510	FIELD DAY
Registration Number:	3359813	GOOD KARMA
Registration Number:	3424768	GOOD KARMA ORGANIC RICE DIVINE
Registration Number:	3399007	GOOD KARMA ORGANIC RICE DIVINE
Registration Number:	3321352	GOOD KARMA ORGANIC RICEMILK
Registration Number:	3839507	GOURMET ARTISAN
Registration Number:	2327088	GOURMET ARTISAN HANDCRAFTED FOODS
Registration Number:	3977545	HARVEST BAY
Registration Number:	4191544	HARVEST BAY
Registration Number:	1874035	JUMPIN' BLACK BEANS
Registration Number:	3364139	JUNGLE PRODUCTS BEYOND ORGANIC
Registration Number:	1493354	LORIVA
Registration Number:	3820839	M MEDITERRANEAN ORGANIC
Registration Number:	2858711	MEDITERRANEAN ORGANIC
Registration Number:	3218006	MT VIKOS
Registration Number:	3312637	NANTUCKET OFF-SHORE
Registration Number:	2895383	NATURAL SEA
Serial Number:	85648416	NATURAL SEA PURE WILD SEAFOOD
Registration Number:	2897160	NATURE'S BASICS
Registration Number:	3092157	NATURE'S BASICS, SUPPLEMENT YOUR LIFE
Registration Number:	1928000	NATURE'S BURGER
Registration Number:	2211644	ORGANIC BABY CERTIFIED ORGANIC BABY FOOD
Registration Number:	3261999	PRIMACOTTA
Registration Number:	1283876	QUICK PILAF
Registration Number:	2229911	READY SET PASTA
Registration Number:	3054113	REVERENCE FOR THE LAND
Registration Number:	2884380	RISING MOON ORGANICS
Registration Number:	3940100	RISING MOON ORGANICS
Registration Number:	3338555	SOY-FULL HEART FLATBREAD
Registration Number:	1856858	TAMARIND TREE THE TASTE OF INDIA
Registration Number:	2064172	THE HEALTHY MEXICAN FOOD COMPANY
Registration Number:	1893236	TUMARO'S
Registration Number:	2762465	TUMARO'S AMERICA'S FAVORITE GOURMET TORTILLA
Registration Number:	2465219	TUMARO'S GOURMET TORTILLAS

TRADEMARK

REEL: 004948 FRAME: 0420

	2853695	TUMARO'S GOURMET TORTILLAS AMERICA'S FAVORITE GOURMET TORTILLAS
Registration Number:	2764541	TUMARO'S THE ORIGINAL GOURMET WRAPS
Registration Number:	1283868	VEGETARIAN CHILI MIX
Registration Number:	3322663	WE RUB FOOD THE RIGHT WAY
Registration Number:	1487657	WOODSTOCK
Registration Number:	4143767	WOODSTOCK
Registration Number:	4100139	WOODSTOCK
Registration Number:	4143766	WOODSTOCK EAT BECAUSE IT'S GOOD!
Registration Number:	4100138	WOODSTOCK EAT BECAUSE IT'S GOOD!
Registration Number:	3546914	WOODSTOCK FARMS
Registration Number:	3619439	WOODSTOCK FARMS
Registration Number:	3546915	WOODSTOCK FARMS
Registration Number:	3458482	WOODSTOCK FARMS
Registration Number:	3619430	WOODSTOCK FARMS
Registration Number:	3619431	WOODSTOCK FARMS
Registration Number:	3619432	WOODSTOCK FARMS
Registration Number:	1472520	WOODSTOCK FARMS
Registration Number:	3741043	WOODSTOCK FARMS
Registration Number:	3846441	WOODSTOCK FARMS
Registration Number:	3523496	WORLD PEACE BEGINS IN THE KITCHEN
Registration Number:	3647063	WORLD PEACE BEGINS IN THE KITCHEN
Registration Number:	2935150	WRAPABLES

CORRESPONDENCE DATA

Fax Number: 4012734447
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 401-273-4446
Email: cac@barjos.com
Correspondent Name: Cheryl Clarkin; Barlow, Josephs & Holmes
Address Line 1: 101 Dyer Street
Address Line 2: 1st Floor
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	U010
NAME OF SUBMITTER:	Cheryl A. Clarkin
Signature:	/cac/

TRADEMARK

01/24/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into effective as of November 30, 2012, by and between UNITED NATURAL FOODS, INC., a Delaware corporation (the "*Assignor*"), and BLUE MARBLE BRANDS, LLC, a Delaware limited liability company (the "*Assignee*"). Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in that certain Contribution Agreement, dated as of the date of this Agreement, entered into by and between the Assignor and the Assignee (the "*Contribution Agreement*").

RECITALS

A. The Assignor and the Assignee have entered into the Contribution Agreement pursuant to which the Assignor has agreed to transfer, contribute and deliver to the Assignee, and the Assignee has agreed to accept from the Assignor, all of the Assignor's rights, titles and interests in and to the Assets.

B. In accordance with the terms of the Contribution Agreement, the Assignor desires to assign all of its right, title and interest in and to the intellectual property identified on Exhibit A attached hereto that are part of the Assets (the "*Intellectual Property Assets*"), and Assignee desires to accept such assignment of the Intellectual Property Assets;

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Effective as of the Closing, the Assignor hereby assigns, transfers, and conveys to the Assignee any and all of the Assignor's right, title, and interest in and to the Intellectual Property Assets, and including, without limitation, any and all intellectual property rights recognized under the laws of the United States of America or any other jurisdiction, the right to seek and hold registrations for the claim of copyright in any jurisdiction providing for the same, the right to apply for and hold patents in any jurisdiction providing for the same, the right to use, distribute, publish, reproduce, and modify computer software in source and object code formats, and the right to sue for and seek remedies against past, present, and future infringements or misappropriations of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all Liens.

2. Waiver. The Assignor hereby waives any claim available to the Assignor under any theory of natural or moral rights or any right of attribution under the copyright

law of any jurisdiction with respect to the Intellectual Property Assets, to the extent such waiver is recognizable under the law of such jurisdiction.

3. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended, nor shall any provision contained herein be construed, to confer any rights or remedies under or by reason of this Agreement on any persons other than the Assignee and its successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to the Assignor or the Assignee, nor shall any provision contained herein give any third party any right of subrogation or action over or against the Assignor or the Assignee.

4. Assignment. This Agreement shall be binding upon the successors of the parties. Except as expressly set forth herein, this Agreement and the rights and obligations of the parties hereunder may not be assigned or delegated by any party without the prior written consent of the other party.

5. Headings, Gender, Interpretation and Construction. The Section, subsection and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

6. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

7. Integration of Agreement. This Agreement and the other agreements described herein supersede all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge or termination is sought.

8. Further Assurances. Each of the parties hereto will do any and all such acts and will execute any and all such documents as may reasonably be necessary from time to time to give full force and effect to the provisions and intent of this Agreement.

9. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case

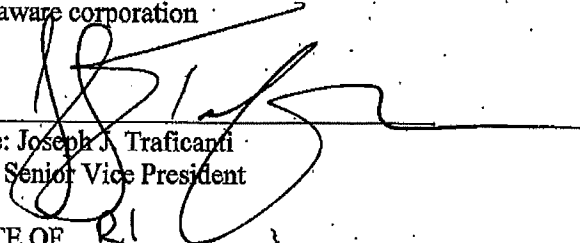
any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has executed this Agreement, as of the date first above written.

THE ASSIGNOR:

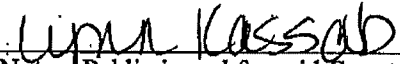
United Natural Foods, Inc.,
a Delaware corporation

By: 
Name: Joseph J. Traficanti
Title: Senior Vice President

STATE OF RI
COUNTY OF PROVIDENCE

On this 30 day of NOVEMBER, 2012, before me, a Notary Public in and for the State and County foresaid, personally appeared Joseph J. Traficanti, known by me to be the person above named and an officer of the Assignor, who is duly authorized to execute this Agreement on behalf of the Assignor and who signed and executed the foregoing instrument on behalf of the Assignor.

Witness my hand and official seal.

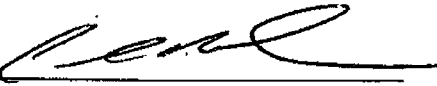

Notary Public in and for said County and State

My Commission Expires 8/31/13

[Signature pages continue overleaf]

THE ASSIGNEE:

Blue Marble Brands, LLC,
a Delaware limited liability company

By: 


Name: Christopher P. Testa

Title: President

STATE OF RI
COUNTY OF Providence

On this 30 day of November, 2012, before me, a Notary Public in and for the State and County foresaid, personally appeared Christopher P. Testa known by me to be the person above named and an officer of the Assignee, who is duly authorized to execute this Agreement on behalf of Assignee and who signed and executed the foregoing instrument on behalf of the Assignee.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 8/31/13

EXHIBIT A

Intellectual Property Assets

[See attached]

EXHIBIT A
INTELLECTUAL PROPERTY

TRADEMARKS:

Country	Mark Name	Current Application #	Current Registration #
United States	A WORLD OF GOOD	77628795	3647069
United States	AHI LASKA	76106166	2611611
United States	BLUE MARBLE BRANDS	77628776	3647068
United States	CHA-CHA CHILI	74485626	2396643
United States	COOL FRUITS	74258939	1831483
Bermuda	COOL FRUITS	26187	26187
Canada	EAT BECAUSE ITS GOOD!	1537053	
Canada	EAT BECAUSE ITS GOOD!	1537235	
United States	EAT BECAUSE IT'S GOOD!	85227333	4139993
United States	EAT BECAUSE IT'S GOOD!	85230675	4119519
United States	ENJOY THE HARVEST	77691788	3811800
United States	FANTASTIC FALAFIL MIX	73388231	1294730
United States	FANTASTIC FOODS	74075573	1656369
United States	FANTASTIC FOODS & DESIGN	74538772	2070953
Japan	FANTASTIC FOODS & DESIGN	12630694	4330701
Japan	FANTASTIC FOODS & DESIGN	12630794	4282810
Canada	FANTASTIC WORLD FOODS	1313435	786273
United States	FANTASTIC WORLD FOODS	78814540	3518298
United States	FANTASTIC WORLD FOODS & DESIGN	78814555	3641277
United States	FAST NATURALS	78171912	2841730
United States	FETIRI	78318318	2877744
United States	FIELD DAY	77691780	3782510
United States	GOOD KARMA	78958467	3359813
United States	GOOD KARMA ORGANIC RICE DIVINE	78970581	3424768
United States	GOOD KARMA ORGANIC RICE DIVINE and Design (with planet earth)	77017247	3399007
United States	GOOD KARMA ORGANIC RICEMILK	78841675	3321352
United States	GOURMET ARTISAN	77844388	3839507
United States	GOURMET ARTISAN HANDCRAFTED FOODS AND DESIGN	75292335	2327088
United States	HARVEST BAY	85165859	3977545
Canada	HARVEST BAY and Design (logo with swoosh)	1538713	
United States	HARVEST BAY and Design (logo with swoosh)	85279490	4191544
United States	JUMPIN' BLACK BEANS	74485473	1874035
United States	JUNGLE PRODUCTS BEYOND ORGANIC	76674431	3364139
United States	LORIVA	73691997	1493354
United States	M MEDITERRANEAN ORGANIC and Design (new logo from 2007)	77845506	3820839
United States	MEDITERRANEAN ORGANIC & DESIGN	78038833	2858711
United States	MT VIKOS (Stylized)	78892521	3218006
United States	NANTUCKET OFF-SHORE	78963973	3312637
United States	NATURAL SEA	78238990	2895383
United States	NATURAL SEA PURE WILD SEAFOOD and Design	85648416	
United States	NATURE'S BASICS	78238970	2897160
United States	NATURE'S BASICS, SUPPLEMENT YOUR LIFE	78238979	3092157
United States	NATURE'S BURGER	74587161	1928000
United States	ORGANIC BABY CERTIFIED ORGANIC BABY FOOD AND DESIGN	75222924	2211644

Country	Mark Name	Current Application #	Current Registration #
United States	PRIMACOTTA	78443407	3261999
United States	QUICK PILAF	73388230	1283876
United States	READY SET PASTA	75214895	2229911
United States	REVERENCE FOR THE LAND	78530706	3054113
Canada	RISING MOON ORGANICS & Design	1539398	830725
United States	RISING MOON ORGANICS & Design	78302417	2884380
United States	RISING MOON ORGANICS & DESIGN	85012780	3940100
United States	SOY-FULL HEART FLATBREAD	77093655	3338555
United States	TAMARIND TREE A TASTE OF INDIA & DESIGN	74415306	1856858
United States	THE HEALTHY MEXICAN FOOD COMPANY	74593532	2064172
United States	TUMARO'S	74506206	1893236
United States	TUMARO'S AMERICA'S FAVORITE GOURMET TORTILLA	76302605	2762465
United States	TUMARO'S GOURMET TORTILLAS	75852865	2465219
United States	TUMARO'S GOURMET TORTILLAS AMERICA'S FAVORITE GOURMET TORTILLAS	78241127	2853695
United States	TUMARO'S THE ORIGINAL GOURMET WRAPS	75683942	2764541
United States	VEGETARIAN CHILI MIX	73387780	1283868
United States	WE RUB FOOD THE RIGHT WAY	77071578	3322663
United States	WOODSTOCK	73646393	1487657
Canada	WOODSTOCK	1537236	
United States	WOODSTOCK	85227329	4143767
United States	WOODSTOCK	85230671	4100139
Canada	WOODSTOCK (block letter)	1537050	
Canada	WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)	1537049	
Canada	WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)	1537237	
United States	WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)	85226939	4143766
United States	WOODSTOCK EAT BECAUSE IT'S GOOD! (LOGO)	85230668	4100138
Community Trademark	WOODSTOCK FARMS & DESIGN	4999157	4999157
Taiwan	WOODSTOCK FARMS & DESIGN	95013659	1253807
United States	WOODSTOCK FARMS & DESIGN	78723956	3546914
United States	WOODSTOCK FARMS & DESIGN	78723958	3619439
United States	WOODSTOCK FARMS & DESIGN	78723964	3546915
Community Trademark	WOODSTOCK FARMS (WORD MARK)	4666046	4666046
Community Trademark	WOODSTOCK FARMS (WORD MARK)	4994083	4994083
Taiwan	WOODSTOCK FARMS (WORD MARK)	94033609	1207882
Taiwan	WOODSTOCK FARMS (WORD MARK)	94033608	1208006
Taiwan	WOODSTOCK FARMS (WORD MARK)	94033607	1196782
Taiwan	WOODSTOCK FARMS (WORD MARK)	95013665	1242138
United States	WOODSTOCK FARMS (WORD MARK)	75483354	3458482
United States	WOODSTOCK FARMS (WORD MARK)	78609470	3619430
United States	WOODSTOCK FARMS (WORD MARK)	78609472	3619431
United States	WOODSTOCK FARMS (WORD MARK)	78609475	3619432
United States	WOODSTOCK FARMS (WORD MARK)	73646540	1472520
United States	WOODSTOCK FARMS (WORD MARK)	77641949	3741043
United States	WOODSTOCK FARMS (WORD MARK)	77844426	3846441
United States	WORLD PEACE BEGINS IN THE KITCHEN	77322223	3523496
United States	WORLD PEACE BEGINS IN THE KITCHEN	77628725	3647063
United States	WRAPABLES	78388646	2935150

TRADEMARK

RECORDED: 01/24/2013

REEL: 004948 FRAME: 0430