

11-19-1998

RECORDA  
TRA

11-16-98



To the Honorable Commissioner of Patents and Trademarks: Please

100903460

of.

1. Name of conveying party(ies):  
Specialty Deserts, LLC  
 Individual  Association  
 General Partnership  Limited Partnership  
 Corporation - State:  
 Other: Texas Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
  
 Other: \_\_\_\_\_

Execution Date: June 30, 1998

2. Name and address of receiving party(ies):  
Name: Mother's Kitchen Inc.  
Internal Address: Scott W. Rohn  
Street Address: 5215 Old Orchard Rd.  
City: Stokie State: IL Zip: 60077  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - State: Delaware  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached  Yes  No

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

75/043,784

B. Trademark Registration No.(s)

08,24241

08,94266

1,119,422

1,119,758

1,669,631

2,036,793

ASSIGNED  
COMMERCIAL  
REGISTERED

11/18/1998 SBURNS 00000182 181945 75043784  
40.00 CH  
150.00 CH

01 FC:481  
02 FC:482

Additional numbers attached?  yes  no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State:     Zip: 20005

6. Total number of applications and registration involved:

..... [ 7 ]

7. Total Fee (37 CFR 3.41) ..... \$ 190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Catherine R. Howell  
Name of Person Signing

Catherine R. Howell  
Signature

November 13, 1998  
Date

Total number of pages including cover sheet, attachments and document: [ 7 ]

7064854.01

TRADEMARK  
REEL: 1815 FRAME: 0563

ADDITIONAL RECEIVING PARTIES

Mother's Kitchen Holdings, Inc. A Delaware Corporation: 5215 Old Orchard Rd. Stokie, Illinois 60077

Premier-MK, L.L.C., A Delaware Limited Liability Company: 5215 Old Orchard Rd. Stokie, Illinois 60077

## ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL

THIS ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL is made as of June 30, 1998 by and among Specialty Desserts, LLC, a Texas limited liability company (the "Company") and Mother's Kitchen, Inc., a Delaware corporation ("Mother's"), Mother's Kitchen Holdings, Inc., a Delaware Corporation ("Holdings"), and Premier-MK, L.L.C., a Delaware limited liability company ("Premier-MK", and collectively with Mother's and Holdings, "Buyer") and the Company. Buyer and the Company may each be referred to herein as a "Party" and collectively as the "Parties".

### R E C I T A L S:

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement dated as of April 9, 1998, as amended June 30, 1998 (as so amended the "Asset Purchase Agreement"), under the terms of which Seller agrees to sell and transfer, and Buyer agrees to purchase, the Acquired Assets and assume the Assumed Liabilities (as such terms are defined in the Asset Purchase Agreement); and

WHEREAS, Seller is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks, constitute part of the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of Seller's right, title and interest in, to and under said Trademarks;

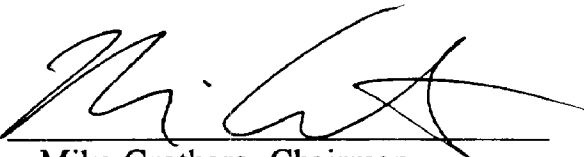
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Registrations to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the

entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Servicemarks and Goodwill to be executed as of the day and year first written above.

SPECIALITY DESSERTS, LLC  
a Texas limited liability company

By:   
Mike Crothers, Chairman


STATE OF NY )  
COUNTY OF NY ) ss.

On June 29 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Crothers, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of Specialty Desserts, LLC, a Texas limited liability company and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

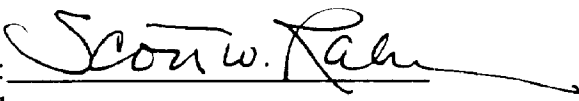
WITNESS my hand and official seal.

YVONNE A. ANTREASYAN  
Notary Public, State of New York  
No. 41-4881867  
Qualified in Queens County  
Commission Expires March 30, 19 2001

[SEAL]

  
Notary Public  
My Commission expires on: 2/30/2001

Acknowledged and accepted:

By:   
Title:

**SCHEDULE 1**  
TO  
ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL  
BY  
SPECIALTY DESSERTS, LLC,  
a Texas limited liability company  
TO  
MOTHER'S KITCHEN, INC.  
a Delaware corporation

Trademark Registration Date Registration No.

**United States**

CHEE-Z-ECAKE and design

Registration No.: 0824241 (Supplemental Register)

Filed: 1/7/1966

Registered: 2/14/1967

Renewed: 6/29/1987

Assignment to Specialty Desserts, LLC recorded 7/7/97

CREATIVE BAKING

Registration No.: 0894266

Filed: 2/3/1969

Registered: 7/7/1970

Renewed: 7/7/90

Assignment to Specialty Desserts, LLC recorded 7/7/97

baby logo design

Registration No.: 1119422

Filed: 10/11/1977

Registered: 5/29/1979

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners  
recorded 4/22/1996

baby logo design

Registration No.: 1119758

Filed: 1/27/1978

Registered: 6/5/1979

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners  
recorded 4/22/1996

**CREATIVE BAKING**

Registration No.: 1669631

Filed: 12/3/1990

Registered: 12/24/1991

Assignment to Specialty Desserts, LLC recorded 7/7/97

**BABY WATSON**

Registration No.: 2036793

Filed: 12/4/1995

Registered: 2/11/1997

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners  
recorded 5/14/1996

**BABY CAKES**

Serial No.: 75-043784

Filed: 1/16/1996 (Pending)

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners  
recorded 5/14/1996

**Foreign**

CHEE-Z-ECAKE (Japan)

Registration No.: 1593592

baby logo design (Canada)

Serial No. 815655 (Pending)

baby logo design (Japan)

Serial No.: 69627196

Filed: 6/24/1996 (Pending)

baby logo design (Korea)

Serial No.: 96-42212

Filed: 9/19/1996 (Pending)

BABY WATSON (Canada)

Serial No.: 815656

Filed: 6/18/1996 (Pending)

BABY WATSON (Japan)

Serial No.: 69626196

Filed: 6/24/1996 (Pending)

BABY WATSON (Korea)

Serial No.: 96-42211

Filed: 9/19/1996 (Pending)

BABY CAKES (Canada)

Serial No.: 815657

Filed: 6/18/1996 (Pending)

BABY CAKES (Japan)

Serial No.: 69625/96

Filed: 6/24/1996

BABY CAKES (Korea)

Serial No.: 96-42210

Filed: 9/19/1996 (Pending)