



**TRADEMARK ASSIGNMENT**

WHEREAS, American Pantry, Inc., a Georgia corporation ("Assignor"), is the exclusive owner of the trademarks, service marks and trade names identified in Schedule A attached hereto and made a part hereof ("Marks and Names"); and

WHEREAS, American Pantry, Inc., an Illinois corporation ("Assignee"), desires to acquire the entire right, title and interest in, to and under said Marks and Names, together with all Registrations and Applications for Registration thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor, does hereby sell, transfer, convey and assign to said Assignee, the entire right, title and interest, in, to and under (and further waives all rights in) said Marks and Names, intent to use said Marks and Names and any Registrations and Applications for Registration thereof in the U.S. and worldwide ("Trademarks"), together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made. Assignor hereby covenants that it has not heretofore assigned, transferred, granted or conveyed any rights or interests in or to any of the Trademarks to any third party and that no third party has any rights or interests therein, and that it has full right and authority to assign and convey the interests herein assigned. Assignor further agrees to execute and deliver to Assignee any and all documents and do any such further acts that shall be required in order for Assignee to secure, exercise and perfect the rights herein assigned. Assignor further incorporates herein by reference all of its representations, warranties and covenants to Assignee as set forth in that certain Asset Purchase Agreement among Assignor, J. Edward Lynn and Assignee dated July 25<sup>th</sup>, 1998.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by the undersigned Office thereunto duly authorized, this 30 day of December, 1998.

AMERICAN PANTRY, INC. (a Georgia corporation)

By: J. Edward Lynn  
Its: C.E.O.

STATE OF Arizona }  
  }SS  
COUNTY OF Maricopa }

Subscribed and sworn to me on this 30 day of December, 1998



Cheryl A. Kearney  
Notary Public

(SEAL)

My commission Expires: \_\_\_\_\_

**SCHEDULE A**

**Exhibit 4.1F-1  
Trademarks**

Asset Purchase Agreement  
by and among  
American Pantry, Inc., a Georgia corporation (Seller),  
J. Edward Lynn (Owner), and  
American Pantry, Inc., an Illinois corporation (Buyer),

<b>Name</b>	<b>Date of 1<sup>st</sup> Use</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>
<b>Statesman</b>		<b>1179405</b>	<b>September 1, 1981</b>
<b>Chef's Cut</b>	<b>June 1980</b>		
<b>Chef's Supreme</b>	<b>1990</b>	<b>75/473,631*</b>	<b>Pending</b>
<b>American Pantry</b>	<b>June 1978</b>		
<b>American Pantry, Inc.</b>	<b>June 1978</b>		
<b>American Pantry Hat Logo &amp; Design</b>	<b>June 1978</b>		

\* Serial number on application form for Trademark Registration