FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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	ORM COVER SHEET		
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TO: The Commissioner of Patents and Trademarks: Please			
Submission Type Co	nveyance Type		
X New	Assignment License		
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment Effective Date Month Day Year		
Correction of PTO Error Reel # Frame #	Merger Month Day Year Change of Name		
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Conveying Party Mark	f additional names of conveying parties attached Execution Date		
Name Broughton Foods Company	Month Day Year		
Formerly			
Individual General Partnership Limi	ted Partnership X Corporation Association		
Other			
X Citizenship/State of Incorporation/Organization Ohio			
Receiving Mark if additional names of receiving parties			
Name SB Acquisition, Inc.			
DBA/AKA/TA			
Composed of			
Address (line 1) 607 East Bourne Avenue			
Address (line 2)	KY 42501		
Address (line 3) Somerset	Zip Code		
Individual General action	assignment and the receiving party is not domiciled in the United States, an appointment of a domestic		
X Corporation Association Other	representative should be attached. (Designation must be a separate document from Assignment.)		
	Kentucky		
Citizenship/State of Incorporation/Organization Kentucky FOR OFFICE USE ONLY 03/23/2000 VBROWN 00000052 110978 2165912			

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address Enter for the first Receiving Party only.			
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspondent Name and Address Area Code and Telephone Number (606) 223-4050			
Name Warren D. Schickli			
Address (line 1) King and Schickli			
Address (line 2) 3070 Harrodsburg Road			
Address (line 3) Suite 210			
Address (line 4) Lexington KY 40503			
Pages Enter the total number of pages of the attached conveyance document # 2			
Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Trademark Application Number(s) Registration Number(s) 2,165,912 2,167,679 1,769,412			
Number of Properties Enter the total number of properties involved. # 4			
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): Method of Payment: Enclosed Deposit Account X Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # 11-0978 Authorization to charge additional fees: Yes X No			
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. Charges to deposit account are authorized, as			
indicated herein. Warman D. Schickli			
Name of Person Signing Signature Date Signed			

TRADEMARK

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ASSIGNMENT OF TRADEMARKS

Reference is hereby made to that certain Asset Purchase Agreement, dated as of December 3, 1999 (the "Purchase Agreement"), between SB Acquisition, Inc., a Kentucky corporation ("Buyer"), and Broughton Foods Company, an Ohio corporation ("Seller"). Capitalized terms used herein that are not otherwise defined have the meanings assigned to such terms in the Purchase Agreement.

For valuable and lawful consideration, the receipt of which from Buyer is hereby acknowledged by Seller, Seller does hereby:

Sell, assign, and transfer to Buyer its entire U.S. and foreign right, title and interest in and to the marks and names (including, without limitation, corporate names, assumed names, and trade names) listed on Schedule I hereto, including common law rights and statutory registrations (collectively, the "Marks") and together with the goodwill associated with the Marks and all other rights which Seller has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of Marks, the same to be held and enjoyed by Buyer, its successor and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

And for the same consideration, Seller hereby covenants and agrees to and with the Buyer, its successors, legal representatives and assigns, that Seller will, whenever counsel of the Buyer, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks thereof without charge to Buyer, its successors, legal representative and assigns, but at the cost and expense of Seller, its respective successors, heirs, legal representatives and assigns.

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TRADEMARK
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IN WITNESS WHEREOF, Seller has caused this Assignment of Trademarks to be duly executed in a manner appropriate thereto as of December 3, 1999.

By:
Name:
Title:

By:
Title:

By:

Tracy New Tracy

Tracy

ACKNOWLEDGMENT

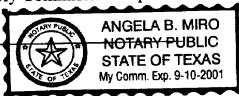
THE STATE OF	TEXAS	
COUNTY OF	DALLAS	\$ \$

The foregoing instrument was acknowledged before me this day of December, 1999, by TRACY L. NOLL, the VICE PRESIDENT of Broughton Foods Company, an Ohio corporation, on behalf of said corporation.

[SEAL]

Notary Public in and for the State of TEXAS

My Commission Expires:



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Schedule I

- 1. SOUTHERN BELLE Registration No. 2,165,912 Registered June 16, 1998
- 2. FEMALE DESIGN AND LOGO Registration No. 2,167,679 Registered June 23, 1998
- 3. SBD GOOD FOR YOU! Registered No. 1,769,412 Registered May 4, 1993
- 4. ULTRA SKIM
 Registration No. 2,189,744
 Registered September 15, 1998

RECORDED: 02/07/2000

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