

03-24-2000



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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03/23/2000 VBRDWN 00000052 110978 2165912

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

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

TRADEMARK

REEL: 002038 FRAME: 0688

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,165,912"/>	<input type="text" value="2,167,679"/>	<input type="text" value="1,769,412"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,189,744"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

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.

Warren D. Schickli

Name of Person Signing

Signature

2/2/00

Date Signed

## 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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**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