

12-01-2000

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11-14-00



To the Honorable Commissioner of Patents and

ments or copy thereof.

101535177

1. Name of conveying party(ies):

Churchill ESOP Capital Partners

- Individual Association
- General Partnership Limited Partnership (Minnesota)
- Corporation - State: _____
- Other: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Release of Security Agreement

Execution Date: June 30, 1998

2. Name and address of receiving party(ies):

Name: Specialty Desserts, LLC

Internal Address: c/o Mother's Kitchen, Inc.

Street Address: 499 Veteran's Drive

City: Burlington State: NJ Zip: 08016

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State: _____
- Other: Texas Limited Liability Co.

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)

B. Trademark Registration No.(s)

2,297,202	1,635,811
2,036,793	1,119,422 (canceled)
1,119,758	

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, DC State: _____ Zip: 20005

6. Total number of applications and registration involved:

..... [5]

7. Total Fee (37 CFR 3.41) \$ 140

- 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

11/14/2000
Date

Total number of pages including cover sheet, attachments and document: [6]

MHODMA.Wash;7099881;1

cc: C. William Thomas

Michael Kang

Colleen McDuffie

11/10/2000 GTDN11 00000209 181945 2297202

11/10/2000 40.00 CH

11/10/2000 100.00 CH

TRADEMARK
REEL: 002185 FRAME: 0492

ASSIGNMENT, REAFFIRMATION AND RELEASE AGREEMENT

This Assignment, Reaffirmation and Release Agreement (hereinafter referred to as this "Agreement") is entered into as of June 30, 1998 by and between Specialty Desserts, LLC, a Texas limited liability company ("Specialty") and Churchill ESOP Capital Partners, a Minnesota limited partnership ("Churchill").

Recitals

WHEREAS, on February 16, 1996, Specialty and Churchill entered into (i) that certain Note Purchase Agreement (as amended, the "Note Purchase Agreement") pursuant to which Specialty sold a Senior Subordinated Note (the "Baby Watson Note") in the principal amount of Three Million Dollars (\$3,000,000.00) to Churchill on the terms and conditions set forth in the Note Purchase Agreement, and (ii) that certain Warrant Agreement (the "Warrant Agreement") pursuant to which Specialty granted Churchill 133,333.33 detachable membership interest warrants representing the right to acquire 133,333.33 membership units of Specialty pursuant to and as adjusted by the terms of the Warrant Agreement (the "Warrants"); and

WHEREAS, on August 16, 1996, Specialty sold a Senior Subordinated Note (the "Turf Note") in the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) to Churchill on the terms and conditions set forth in the Note Purchase Agreement as amended and restated of even date therewith; and

WHEREAS, on March 14, 1997, Specialty sold a Senior Subordinated Note (the "Creative Bakers Note") in the principal amount of Five Hundred Thousand Dollars (\$500,000.00) to Churchill on the terms and conditions set forth in the Note Purchase Agreement as amended and restated of even date therewith;

WHEREAS, on March 27, 1998, Specialty sold a Senior Subordinated Note (the "Refinancing Note") in the principal amount of Five Hundred Thousand Dollars (\$500,000) to Churchill.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of April 9, 1998, as amended June 30, 1998 (as so amended, the "Purchase Agreement") among Mother's Kitchen, Inc., Mother's Kitchen Holdings, Inc., Premier-MK, L.L.C. (collectively, "Buyer") and Specialty, Specialty is selling substantially all of its assets to Buyer;

WHEREAS, as a precondition to Churchill's acceptance of the payments and securities to be received as described in the Purchase Agreement in lieu of the amounts and securities otherwise owing pursuant to the Transaction Documents (as defined below), Churchill is requiring Specialty to assign to it certain rights of Specialty provided by the Purchase Agreement, to reaffirm the representations and warranties made by Specialty in

the Purchase Agreement for Churchill's benefit and to release all claims, liabilities and obligations of every type and description which Specialty may have against Churchill arising out of the relationship created by the Note Purchase Agreement, the Notes, the Security Documents and the Warrant Agreement (collectively, the "Transaction Documents");

NOW, THEREFORE, Specialty and Churchill agree as follows:

1. Definitions

Except as to those terms otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment

Specialty hereby assigns to Churchill (i) its rights to all of the accounts receivable and notes receivable of Specialty that are not Assumed Accounts Receivable (collectively, the "Receivables") and Specialty agrees to forward to Churchill all amounts received from the Buyer pursuant to Section 5.18 of the Purchase Agreement and to use its best efforts to collect such Receivables provided however that Churchill shall pay Specialty 25% of all amounts collected on Receivables 91 to 150 days outstanding as of the Closing Date and 50% on all other Receivables], (ii) its rights under Section 2.6 of the Purchase Agreement relating to Specialty's rights to dispute and negotiate the Adjustment, and (iii) Specialty's rights to commence an arbitration proceeding pursuant to Section 11.15 of the Purchase Agreement in the event Churchill disputes any set-off by the Buyer against Units owned by Churchill and/or the Buyer Contingent Note provided that Specialty shall likewise have the right to commence an action with respect to the Units owned by Specialty or distributed to its Members. Specialty further agrees to assist Churchill in the collection of the Receivables and to provide all information and assistance reasonably requested by Churchill with respect to confirming the calculations made in determination of the Adjustment, the Closing Date Financial Statements, the Statement and the Financial Statements.

3. Reaffirmation of Representations and Warranties

Specialty hereby certifies to Churchill, and hereby restates and reaffirms for Churchill's benefit, that the representations and warranties set forth in Section 3 of the Purchase Agreement, as such representations and warranties are updated through the Closing Date, were true and correct (in all material respects, in the case of those representations and warranties which are not by their express terms qualified by reference to materiality) when made and are true and correct as of the date hereof. Specialty further

certifies to Churchill that all of the conditions specified in Section 6.1 of the Purchase Agreement are satisfied in all respects.

4. Termination.

Churchill hereby acknowledges and agrees that the Warrants are hereby canceled and Specialty shall have no further obligations with respect thereto.

5. Churchill Release.

In consideration for Churchill's acceptance of the payments and securities as provided in the Purchase Agreement in lieu of Specialty's payment of all amounts due under the Transaction Documents, Specialty hereby absolutely and unconditionally releases and discharges forever Churchill, its partners, and its partners' employees, officers, directors, shareholders, agents and representatives from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, obligations, controversies, debts, expenses, damages, judgments, liabilities, costs, disbursements, attorneys' fees, and causes of action of whatever kind, whether known or unknown, vested or contingent, suspected or unsuspected, concealed or hidden, whether based on Federal, State or local laws or ordinances, arising out of or in connection with the Transaction Documents and the Purchase Agreement.

6. Specialty Release.

Churchill acknowledges that the payments and securities to be received under the Purchase Agreement shall be in full satisfaction of the amounts owing by Specialty under the Transaction Documents. Churchill further agrees to absolutely and unconditionally release and discharge forever Specialty, its members, employees, officers, governors, managers, directors, agents and representatives from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, obligations, controversies, debts, expenses, damages, judgments, liabilities, costs, disbursements, attorneys' fees, and causes of action of whatever kind, whether known or unknown, vested or contingent, suspected or unsuspected, concealed or hidden, whether based on Federal, State or local laws or ordinances, arising out of or in connection with the Transaction Documents and the Purchase Agreement, provided however, that such release shall not extend to any criminal acts or acts of fraud, dishonesty or wilful negligence.

7. Cooperation; Execution of Documents.

Each of the parties agrees to execute from time to time all documents that may be necessary to carry out the terms of this Agreement or to effect its purposes. The obligation imposed by this paragraph shall be specifically enforceable.

8. Successors and Assigns; Modification.

Specialty and Churchill agree that this Agreement shall be final and binding upon them and their successors and assigns and may be changed (whether by additions, deletions, waivers, amendments or modifications) only in writing signed by duly authorized representatives of Specialty and Churchill.

9. Entire Agreement.

Specialty and Churchill agree that this Agreement sets forth the entire agreement of the parties and supersedes all prior written and oral communications between the parties concerning the subject matter hereof.

10. Claims Not Assigned.

Specialty represents and warrants that no right, claim, or cause of action covered by this Agreement has been assigned or conveyed to anyone else.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SPECIALTY DESSERTS, LLC

By: 
Mike Crothers, Chairman

CHURCHILL ESOP CAPITAL PARTNERS

By: Churchill Capital Investment Partners,
Its General Partner
By: Churchill Capital, Inc.,
Its General Partner

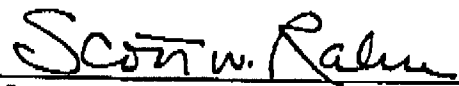
By: 
David Wakefield, Principal

Buyer hereby executes this Agreement for the sole purpose of consenting to the assignment contemplated in Clauses (ii) and (iii) of Section 2 above.

MOTHER'S KITCHEN, INC.

By: 
Scott W. Rahn
Chief Executive Officer & President

MOTHER'S KITCHEN HOLDINGS, INC.

By: 
Scott W. Rahn
Chief Executive Officer & President

PREMIER-MK, L.L.C.

By: 
Scott W. Rahn
Chief Executive Officer & President

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