

RECORD/

06-25-2001

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

06-12-2001

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1 U.S. Patent & TMO/TM Mail Rpt Dt #26 Patents and Trade... PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

Bear Creek Country Kitchen Royalties, L.L.C. aka Bear Creek Royalties, L.L.C., Now Known as Bear Creek Country Kitchens Properties LLC

6-12-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation, Other - a Utah 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: May 8, 2001

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

Name: Bear Creek Country Kitchens, L.L.C.

Internal Address: 325 West 600 South

City: Heber City State: Utah Zip: 84032

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation, Other - a Delaware Limited Liability Company

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) Application No. See Attached Exhibit A

Additional numbers attached? Yes No

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

Name: William J. Evans

Internal Address: PARSONS BEHLE & LATIMER

Street Address: 201 South Main Street, Suite 1800

City: Salt Lake City State: Utah Zip: 84111

6. Total number of applications and registrations involved: 8

7. Total Fee (37 CFR 3.41): \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-0581

(Attach duplicate copy of this page if paying by deposit account)

06/22/2001 LMUELLER 00000163 500581 2378327

DO NOT USE THIS SPACE

FC:481 40.00 CH
FC:482 175.00 CH

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.

William J. Evans
Name of Person Signing

Signature

June 11, 2001
Date

Total number of pages comprising cover sheet: 2

EXHIBIT A

BEAR CREEK COUNTRY KITCHENS
DESIGN (Bear with bow tie)
HANSEL & GRETEL SUGAR COOKIES
RED HEN BREAD
RED RIDING HOOD CAKE
THREE BEARS SOUP
YOU CAN'T CATCH ME GINGERBREAD
THE STORYBOOK COOK
ALWAYS FRESH BECAUSE YOU MIX 'EM

U.S. Registration No. 2,378,327
U.S. Registration No. 2,167,805
U.S. Registration No. 2,319,771
U.S. Registration No. 2,267,757
U.S. Registration No. 2,267,755
U.S. Registration No. 2,267,756
U.S. Registration No. 2,267,754
U.S. Application Serial No. 75/415,790
U.S. Registration No. 1,841,939



06-12-2001

U.S. Patent & TMOfc/TM Mail Rpt Dt #26

ASSIGNMENT OF TRADEMARKS

WHEREAS, BEAR CREEK COUNTRY KITCHENS, L.L.C., a Delaware limited liability company, with its principal place of business located at 325 West 600 South, Heber City, Utah ("Assignee") and BEAR CREEK COUNTRY KITCHENS PROPERTIES, LLC, a Utah limited liability company with its principal place of business located at 875 South Industrial Parkway, Heber City, Utah, 84032 ("Assignor"), are parties to that certain Asset Purchase Agreement (the "Acquisition Agreement"), and pursuant to the Acquisition Agreement, the Assignor is obligated to assign to Assignee, among other assets, all right, title and interest in and to certain trademarks, registrations and applications, the goodwill of the business symbolized thereby, and the right to sue for past infringement thereof, together with all other rights and appurtenances thereto in any wise belonging unto Assignor, its successors and assigns forever; and

WHEREAS, Assignor, the surviving entity pursuant to that certain Agreement and Plan of Merger, dated February 23, 2001, by and among Bear Creek Royalties, L.L.C., Bear Creek Country Kitchens Equipment, L.L.C. and Assignor, (i) succeeded to the interest of Bear Creek Royalties, L.L.C. in the issued trademark registrations and pending trademark applications listed in Schedule A hereto (as reflected by the records of the U.S. Patent and Trademark Office and the applicable foreign trademark offices) (the "Registered Trademarks"), and (ii) is the owner of all other trademarks or trademark applications and registrations used by Assignor (collectively with the Registered Trademarks, the "Trademarks, Registrations and Applications").

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee all right, title and interest in and to the Trademarks, Registrations and Applications, the goodwill of the business symbolized thereby, and the right to sue for past infringement thereof.

Assignor hereby covenants and agrees that, at any time upon the reasonable request and at the expense of Assignee, Assignor shall execute and deliver such other and additional documents that may be necessary to enable and assist Assignee in recording this Assignment and the transfer of ownership of the Trademarks, Registrations and Applications from Assignor to Assignee in any and all countries of the world, including, but not limited to the execution and delivery of specific assignment documents that may be required by any foreign country, or that may otherwise be necessary or appropriate to carry out the intent and purposes of this Agreement.

TO BE EFFECTIVE AS OF the 8th day of May, 2001.

BEAR CREEK COUNTRY KITCHENS PROPERTIES, L.L.C.

By: Donald Jay White
Name: Donald Jay White
Position: mgr.

SCHEDULE A

TRADEMARKS, REGISTRATIONS AND APPLICATIONS

(See Attached)

Disclosure
Schedule
4.18

PRIVILEGED AND CONFIDENTIAL
TRADEMARK REPORT FOR BEAR CREEK COUNTRY KITCHENS, INC. - CLIENT #2634
July 28, 2000

Serial No.	Trademark	Country	Status	File Date	Serial No.	Issue Date	Registration No.	Owner	Renewal Date
1414	BEAR CREEK COUNTRY KITCHENS	US	RA RA	06/17/96	75/119,658		2,378,327	Bear Creek Royalties, LLC	Scheduled for publication on May 30, 2000
1414	BEAR CREEK COUNTRY KITCHENS	CA	RA	02/16/98	869 547	11/20/98	TMAA504,410	Bear Creek Royalties, LLC	Renewal due 11/20/2013
1414	BEAR CREEK COUNTRY KITCHENS	MX	RA	03/10/98	325442	06/29/98	579657	Bear Creek Royalties, LLC	Renewal due 03/10/2008
1414.1	BEAR CREEK COUNTRY KITCHENS	MX	RA	03/10/98	325443	06/29/98	579658	Bear Creek Royalties, LLC	Renewal due 03/10/2008
1414	BEAR CREEK COUNTRY KITCHENS	CT	RA	02/05/98	751180	06/17/99	751180	Bear Creek Royalties, LLC	Renewal due 02/05/2008
1414	BEAR CREEK COUNTRY KITCHENS	TW	RA	02/19/98	(87) 6959	03/16/99	844372	Bear Creek Royalties, LLC	Renewal due 03/15/2009
1414.1	BEAR CREEK COUNTRY KITCHENS	TW	RA	02/19/98	(87) 6960	06/01/99	854435	Bear Creek Royalties, LLC	Renewal due 12/31/2008

IP No.	Trademark	Country	Status	Issue Date	Serial No.	Issue Date	Registration Number	Registered	State
1428	THE STORYBOOK COOK	US	PE	01/09/98	75/415,790				
								Bear Creek Royalties, LLC	Received Notice of Allowance. SOU due 07/06/2000

*AB = Abandoned
 NP = Not Filed
 PE = Pending
 RA = Registered

**US = United States

NRREPOR17634.rpd 7/28/00

ALWAYS FRESH BECAUSE YOU MIX 'EM	US						1,841,939	[Bear Creek Country Kitchen Properties L.L.C.]	
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