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06-25-2001

FR SHEET

06-12-2001



U.S. DEPARTMENT OF COMMERCE

U.S. Patent & TMO/TM Mail RptDt: #26

LY

Patent and Trademark Office

101758674

COMMISSIONER of Patents and Trademarks. I have received the attached original documents or copy thereof.

1. Name of conveying party(ies):

Donald Jay White

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

6-12-01

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

3. Nature of conveyance:

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

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. Reg. No. 1,841,939

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: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

- 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 00000162 500581 1841939

DO NOT USE THIS SPACE

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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: 1



06-12-2001

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #26

ASSIGNMENT OF TRADEMARKS

WHEREAS, DONALD JAY WHITE, an individual with his principal place of residence located at 1865 West 650 South, Heber City, Utah 84032 ("Assignor"), is the owner of (i) record of the issued U.S. trademark registrations and pending U.S. trademark applications listed in Schedule A hereto (as reflected by the records of the U.S. Patent and Trademark Office) (the "U.S. Trademarks"), and (ii) any other registered or unregistered trademark registrations included among the Purchased Assets (as defined in the Acquisition Agreement, as defined below) (collectively with the U.S. Trademarks the "Trademarks, Registrations and Applications"); and

WHEREAS, 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 ("Assignee"), and BEAR CREEK COUNTRY KITCHENS, LLC ("Buyer") are parties to that certain Asset Purchase Agreement (the "Acquisition Agreement"), and pursuant to the Acquisition Agreement, the Assignee is obligated to assign to Buyer, among other assets, 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, together with all other rights and appurtenances thereto in any wise belonging unto Assignor, its successors and assigns forever.

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.

DONALD JAY WHITE

STATE OF Mont §
COUNTY OF Beverhead §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Donald Jay White, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Donald Jay White, a United States citizen.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of May, 2001

Leon D. Bernard
NOTARY PUBLIC, State of Mont

Schedule A

Trademark

Country

Registration No.

ALWAYS FRESH BECAUSE YOU
MIX 'EM

United States

1,841,939