

Form PTO-1594
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Metz Baking Company

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

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

3. Nature of conveyance:

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

Execution Date: April 22, 2002

2. Name and address of receiving party(ies)

Name: Beatrice Bakery Company, Inc.
Internal Address: _____

Street Address: 201 South 5th Street
City: Beatrice State: NE Zip: 68310

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nebraska
- Other

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)
2,172,227 617,936
789,403

Additional number(s) attached Yes No

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

Name: Marta I. Burgin

Internal Address: Armstrong Teasdale LLP

Street Address: One Metropolitan Square,
Suite 2600

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2384

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

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.

Marta I. Burgin
Name of Person Signing

Marta I. Burgin
Signature

June 26, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and delivered as of April 22, 2002 by:

Metz Baking Company
an Iowa corporation

("Assignor")

in favor of:

Bcatrice Bakery Company, Inc.
a Nebraska corporation

(the "Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated April 22, 2002, wherein Assignor agreed to sell, transfer, and assign to Assignee certain Acquired Assets of Assignor, including but not limited to certain general intangibles of Assignor listed on Schedules "A" through "B" attached hereto and incorporated herein by reference.

NOW THEREFORE, Assignor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally convey and deliver to Assignee all of Assignor's right, title and interest in and to the trademarks and trademark applications, together with the goodwill of the business symbolized by said trademarks and trademark applications, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to said trademarks, the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made, described on Schedules "A" through "B" hereto (the "Intangible Personal Property"),

TO HAVE AND TO HOLD the Intangible Personal Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

To the extent that any Intangible Personal Property is not assignable without the consent of, or notice to, any other party, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Intangible Personal Property shall automatically be assigned to Assignee hereby. Assignor shall use all reasonable efforts to obtain all necessary consents of such persons to the assignment of any such Intangible Personal Property. If the required consent of any person to the assignment of any Intangible Personal Property cannot be obtained, or if any attempted assignment of any Intangible Personal Property would be ineffective or would adversely affect, as applicable, the Assignor's rights thereunder so that Assignee would not in fact receive all such rights, Assignor shall cooperate in any arrangement Assignee may reasonably request to provide for Assignee the benefit of any such Intangible Personal Property, including enforcement for the benefit of Assignee of any and all of the Assignor's rights against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Intangible Personal Property hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Nebraska.

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This Assignment and any amendments hereto may be executed in one or more counterparts, by facsimile signature or otherwise, each of which shall be deemed to be an original by the parties executing such counterpart, but all of which shall be considered one and the same instrument.

[The Remainder of this page has intentionally been left blank. Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE

ASSIGNOR

BEATRICE BAKERY COMPANY, INC.

METZ BAKING COMPANY

By: Greg Leach Pres.
Printed Name: Greg Leach Pres.
Title: President

By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE

BEATRICE BAKERY COMPANY, INC.

By: _____
Printed Name: _____
Title: _____

ASSIGNOR

METZ BAKING COMPANY

By: 
Printed Name: DAVID GROCE
Title: V.P.

Schedule A of Intellectual Property Assignment
Registrations

1. Grandma's Bake Shoppe, federal trademark registration no. 2,172,227 filed July 14, 1998.
2. Ye Olde English, federal trademark registration no. 0,789,403 filed May 11, 1965.
3. Ye Olde English and Design, federal trademark registration no. 0,617,936 filed December 10, 1955.

Schedule B of Assignment
Unregistered (Common Law) Trademark

Common law rights to the brands "Innkeeper" and
keeper's Best" and "Innkeeper's Own".