

FORM PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. F1002.273590

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

1. Name of conveying party(ies):
TOP OF THE TREE BAKING COMPANY, INC.

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State - New Hampshire
 Other _____

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: Mrs. Smith's Bakeries, LLC

Internal Address: _____

Street Address: 2855 Rolling Pin Lane

City: Suwanee State: Georgia Zip: 30024

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Georgia Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 31, 2002

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,111,642	2,198,664	2,043,301
2,052,338	2,054,600	

Additional numbers attached? Yes No

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

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree St.

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account
The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:
11-0860

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.

Lise Shettler Lise Shettler September 23, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

EXHIBIT A
TO
TRADEMARK ASSIGNMENT

TRADEMARKS

REGISTRATION OR
APPLICATION #

US TRADEMARK REGISTRATIONS

TOP OF THE TREE BAKING COMPANY	2,111,642
EAT MO' PIE	2,198,664
MADE MY GREAT GRANDMA'S WAY	2,052,338
GORDON'S TOP OF THE TREE APPLE PIES	2,054,600
TOP OF THE TREE GORDON'S APPLE PIES	2,043,301

UNREGISTERED TRADEMARKS

Oooo-La-La!

CHARACTERS AND PERSONAS

The Pieguy

Gordon the 6-Foot 9-Inch Pieguy

Gordon the Pieguy

Gordon the Pieman

(12)

TRADEMARK ASSIGNMENT

WHEREAS, TOP OF THE TREE BAKING COMPANY, INC., a New Hampshire corporation, having its principal place of business at 3 Westminster Drive, Londonderry, New Hampshire, 03053 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in the trademarks, trade names, service marks, characters and personas, and applications or registrations for such trademarks, trade names and service marks, described on Exhibit A hereto and incorporated in this assignment by this reference (collectively, the "Trademarks"), which Trademarks have been adopted and are being used by ASSIGNOR in its business; and

WHEREAS, MRS. SMITH'S BAKERIES, LLC, a Georgia limited liability company having its principal place of business at 2855 Rolling Pin Lane, Suwanee, Georgia, 30024 (hereinafter "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the Trademarks pursuant to the terms of that certain Acquisition Agreement dated January 31, 2002, among Mrs. Smith's Bakeries, LLC, as Purchaser, Top of the Tree Baking Company, Inc., as Seller, and the Shareholders as defined therein;

1. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, transfer, convey and set over, unto the said ASSIGNEE, for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the Trademarks and any abbreviations or variations thereof (which shall include, without limitation, all applications for registration pending before the United States Patent and Trademark Office) and the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for past, present and future actions or occurrences related to the Trademarks, including, but not limited to, actions for trademark infringement, dilution or unfair competition.

2. ASSIGNOR further does hereby sell, assign, transfer, convey and set over unto the ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to the goodwill of the Trademarks and of ASSIGNOR'S business connected with the use thereof and symbolized by the Trademarks.

3. ASSIGNOR agrees that, upon request and without further consideration, it will sign all lawful papers, make all rightful oaths and generally provide such assistance as may be reasonably requested by ASSIGNEE in perfecting and recording title to the Trademarks. ASSIGNEE shall bear all responsibility and expense for preparing any instrument of assignment or transfer, for recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and ASSIGNEE shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this assignment.

4. Except as otherwise expressly provided herein, no obligation is hereby assumed by either ASSIGNOR or ASSIGNEE to maintain, prosecute, enforce or litigate, file, assert or defend the Trademarks.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by its officer thereunto duly authorized, and corporate seal to be hereto affixed and attached by its Secretary effective the 31st day of January, 2002.

"ASSIGNOR": TOP OF THE TREE BAKING COMPANY, INC.

By: 

Name: Gordon M. Weinberger
Title: Chief Executive Officer

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September 23, 2002

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FAX

RECIPIENT/ PHONE NO.	FAX NO.	COMPANY/ CITY, STATE, COUNTRY
Assignment Division U.S. Patent and Trademark Office	703-306-5995	Assistant Commissioner for Trademarks

Lise Shettler, Paralegal
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