

CONTINUATION SHEET

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

Conveying Party(ies)

Enter additional Conveying Parties

Mark if additional names of conveying parties attached

Name (line 1) **Mother's Kitchen Holdings, Inc. (Delaware Corporation)**

Execution Date
Month Day Year
05/25/1999

Name (line 2)

Name (line 1) **Premier-MK, LLC (Delaware Limited Liability Company)**

Execution Date
Month Day Year
05/25/1999

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

ASSIGNMENT

THIS ASSIGNMENT is made by and among Mother's Kitchen, Inc., a Delaware corporation, ("Mother's Kitchen"), Mother's Kitchen Holdings, Inc., a Delaware Corporation ("Holdings"), and Premier-MK, L.L.C., a Delaware limited liability company ("Premier-MK") (and collectively with Mother's Kitchen and Holdings, "Parties").

WHEREAS, the Parties came into being, structured themselves, and cooperated with the joint purpose of buying, capitalizing, and operating a dessert cakes business, which they did as a single consolidated enterprise beginning in 1997;

WHEREAS, on June 30, 1998, the Parties purchased an additional dessert cakes business and substantially all of the assets of Specialty Desserts, LLC, a Texas limited liability company, and operated this additional business together with its prior dessert cakes business (together the "Business") as a single consolidated enterprise;

WHEREAS, the structure of the Parties' relationship to each other has always been and continues to be as follows: Mother's Kitchen by itself owns and operates the Business and no other business; Holdings owns 100 percent of the stock of Mother's Kitchen, owns no other interests, and operates no other business; Premier-MK owns 100 percent of the stock of Holdings, owns no other interests, and operates no other business; the Parties share common officers and directors; and the Parties prepare consolidated financial statements and reports;

WHEREAS, the structure of the Parties' relationship to each other was designed to facilitate their purchase, capitalization, and operation of the Business and for United States tax planning purposes;

WHEREAS, at all times during their existence the Parties have cooperated in, and continue to cooperate in, the Business as their single common enterprise;

WHEREAS, as part of the June 30, 1998, purchase, Specialty Desserts, LLC, transferred all of its intellectual property ("Transferred Intellectual Property") to the Parties for good and valuable consideration; and

WHEREAS, the Transferred Intellectual Property included the trademarks, service marks, and goodwill enumerated in the attached Assignment of Trademarks, Services Marks and Goodwill dated June 30, 1998 ("Enumerated Trademarks"); and

WHEREAS, the Parties desire to assign, and Mother's Kitchen desires to obtain, all of the Parties' right, title, and interest in, to, and under the Transferred Intellectual Property, including the Enumerated Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby sell, convey, assign, transfer, and deliver to Mother's Kitchen, its successors and assigns, all of their right, title and interest in, to and under the Transferred Intellectual Property including the Enumerated Trademarks; together with the good will of the business symbolized thereby; together with any registrations in the United States Patent and Trademark Office, the Registrar of Trademarks of Canada, and any other government body anywhere in the world, and all reissues, extensions or renewals thereof; together with the right to sue and receive damages for future infringements thereof and to stand in the place of the Parties in all matters related thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment of Trademarks to be executed on the latest signature date entered below.

PREMIER-MK, L.L.C.

By: Scott W. Rahn

Name: SCOTT W. RAHN
Title: President & CEO

NOTARY: Kristie Bertson 5/25/99



MOTHER'S KITCHEN HOLDINGS, INC.

By: Scott W. Rahn

Name: SCOTT W. RAHN
Title: President & CEO

NOTARY: Kristie Bertso 5/25/99



MOTHER'S KITCHEN, INC.

By: Scott W. Rahn

Name: SCOTT W. RAHN
Title: President & CEO

NOTARY: Kristie Bertso 5/25/99



ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL

THIS ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL is made as of June 30, 1998 by and among Specialty Desserts, LLC, a Texas limited liability company (the "Company") and Mother's Kitchen, Inc., a Delaware corporation ("Mother's"), Mother's Kitchen Holdings, Inc., a Delaware Corporation ("Holdings"), and Premier-MK, L.L.C., a Delaware limited liability company ("Premier-MK", and collectively with Mother's and Holdings, "Buyer") and the Company. Buyer and the Company may each be referred to herein as a "Party" and collectively as the "Parties".

R E C I T A L S:

WHEREAS, Buyer and Seller are parties to a certain Asset Purchase Agreement dated as of April 9, 1998, as amended June 30, 1998 (as so amended the "Asset Purchase Agreement"), under the terms of which Seller agrees to sell and transfer, and Buyer agrees to purchase, the Acquired Assets and assume the Assumed Liabilities (as such terms are defined in the Asset Purchase Agreement); and

WHEREAS, Seller is the owner of the trademarks, service marks, trademark and service mark registrations and trademark and service mark applications listed on Schedule 1 hereto (the "Trademarks"), which together with the products and goodwill associated with the Trademarks, constitute part of the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of Seller's right, title and interest in, to and under said Trademarks;

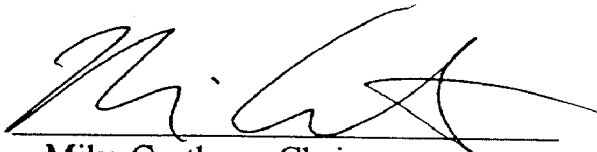
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of its right, title and interest throughout the world in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all registrations that have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto. Seller agrees to take such further action and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Trademarks.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Assignment of Trademarks, Trademark Applications and Registrations to Buyer. Seller hereby further requests the Commissioner to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the

entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks, Servicemarks and Goodwill to be executed as of the day and year first written above.

SPECIALITY DESSERTS, LLC
a Texas limited liability company

By: 
Mike Crothers, Chairman

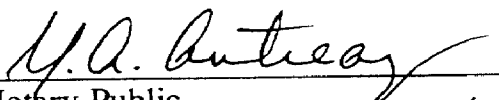
STATE OF NY)
COUNTY OF NY) ss.

On June 29 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Crothers, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of Specialty Desserts, LLC, a Texas limited liability company and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

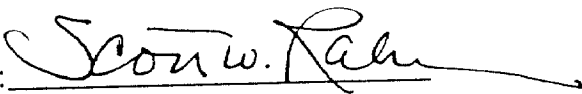
WITNESS my hand and official seal.

YVONNE A. ANTREASIAN
Notary Public, State of New York
No. 41-4681867
Qualified in Queens County
Commission Expires March 30, 19 2001

[SEAL]


Notary Public
My Commission expires on: 3/30/2001

Acknowledged and accepted:

By: 
Title:

SCHEDULE 1
TO
ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND GOODWILL
BY
SPECIALTY DESSERTS, LLC,
a Texas limited liability company
TO
MOTHER'S KITCHEN, INC.
a Delaware corporation

Trademark Registration Date Registration No.

United States

CHEE-Z-ECAKE and design

Registration No.: 0824241 (Supplemental Register)

Filed: 1/7/1966

Registered: 2/14/1967

Renewed: 6/29/1987

Assignment to Specialty Desserts, LLC recorded 7/7/97

CREATIVE BAKING

Registration No.: 0894266

Filed: 2/3/1969

Registered: 7/7/1970

Renewed: 7/7/90

Assignment to Specialty Desserts, LLC recorded 7/7/97

baby logo design

Registration No.: 1119422

Filed: 10/11/1977

Registered: 5/29/1979

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners
recorded 4/22/1996

baby logo design

Registration No.: 1119758

Filed: 1/27/1978

Registered: 6/5/1979

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners
recorded 4/22/1996

CREATIVE BAKING

Registration No.: 1669631

Filed: 12/3/1990

Registered: 12/24/1991

Assignment to Specialty Desserts, LLC recorded 7/7/97

BABY WATSON

Registration No.: 2036793

Filed: 12/4/1995

Registered: 2/11/1997

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners
recorded 5/14/1996

BABY CAKES

Serial No.: 75-043784

Filed: 1/16/1996 (Pending)

Security Interest granted by Specialty Desserts, LLC to Churchill ESOP Capital Partners
recorded 5/14/1996

Foreign

CHEE-Z-ECAKE (Japan)

Registration No.: 1593592

baby logo design (Canada)

Serial No. 815655 (Pending)

baby logo design (Japan)

Serial No.: 69627196

Filed: 6/24/1996 (Pending)

baby logo design (Korea)

Serial No.: 96-42212

Filed: 9/19/1996 (Pending)

BABY WATSON (Canada)

Serial No.: 815656

Filed: 6/18/1996 (Pending)

BABY WATSON (Japan)

Serial No.: 69626196

Filed: 6/24/1996 (Pending)

BABY WATSON (Korea)

Serial No.: 96-42211

Filed: 9/19/1996 (Pending)

BABY CAKES (Canada)

Serial No.: 815657

Filed: 6/18/1996 (Pending)

BABY CAKES (Japan)

Serial No.: 69625/96

Filed: 6/24/1996

BABY CAKES (Korea)

Serial No.: 96-42210

Filed: 9/19/1996 (Pending)