

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. FI002.070027

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

1. Name of conveying party(ies):

**Bishop Baking Company, Inc.**

- Individuals(s)
- General Partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Execution Date: **December 29, 2002**

2. Name and address of receiving party(ies)

Name: **Flowers Snack of Cleveland, TN., LLC**

Internal Address:

Street Address: **1335 South Ocoee St.**

City: **Cleveland** State: **Tennessee** Zip: **37311**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other - A Tennessee 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**See Attached Schedule A**

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 Street**

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**

Name of Person Signing

*Lise Shettler*  
Signature

**2-27-03**

Date

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

**6**

**SCHEDULE A**

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BUDDY BARS	USA	1,584,942	2/27/90
Design Only (Chef)	USA	1,453,381	8/18/87
BISHOP'S	USA	1,406,968	8/26/86
UKANEATA	USA	808,622	5/17/66
BISHOP'S	USA	801,456	1/4/66
MELLO	(unregistered trademark used for marshmallow pies)		

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of December 29, 2002 by and between Bishop Baking Company, Inc, a Delaware corporation ("Assignor"), and Flowers Snack of Cleveland, TN., LLC, a Tennessee limited liability company ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks, and registrations for such trademarks, described on Schedule A attached hereto (collectively, the "Marks");

WHEREAS, Assignor, Assignee, Flowers Foods, Inc., a Georgia corporation, Keebler Company, a Delaware corporation, and Kellogg Company, a Delaware corporation, have entered into that certain Asset Purchase Agreement dated as of November 18, 2002 (as amended pursuant to that certain Amendment No. 1 to Asset Purchase Agreement dated as of December 20, 2002, the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain assets, which constitute substantially all of the assets of Assignor related to its Business (as defined in the Purchase Agreement), including without limitation, assignment of: (a) the Marks; and (b) any goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with any goodwill of the business associated with the Marks, including any renewals of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all causes of action and rights to sue for past actions or occurrences related to the Marks, including, but not limited to, actions for trademark infringement.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of registrations indicated on Schedule A and to issue the same to the Assignee in accordance with the terms of this instrument.

Assignor agrees that, as reasonably requested by Assignee, Assignor will sign all lawful papers, make all rightful oaths, and generally assist Assignee in perfecting and recording titles to the Marks; provided, that Assignee shall reimburse Assignor for all reasonable out-of-pocket expenses related thereto.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CHI-1123591.5

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**BISHOP BAKING COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FLOWERS SNACK OF CLEVELAND, TN., LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

**BISHOP BAKING COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FLOWERS SNACK OF CLEVELAND, TN., LLC**

By: Stephen R. Averca

Name: Stephen R. Averca

Title: Vice President



**KILPATRICK  
STOCKTON LLP**

Attorneys at Law

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February 27, 2003

direct dial 404 815 6543  
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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

FROM

7

PAGES (WITH COVER)

8296

REFERENCE NO

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**PLEASE CALL 404 815 6497 IF YOU HAVE DIFFICULTY WITH THIS TRANSMISSION.**

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### COMMENTS

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