

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jays Foods, LLC		04/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Jays Foods Acquisition, Inc.
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2774360	JAYS ZESTIDOS
Registration Number:	2717893	BUTTER TWIRLS
Registration Number:	0711947	JAYS
Registration Number:	1177497	KRISPY CRUNCH
Registration Number:	0750245	CAN'T STOP EATING 'EM
Registration Number:	2564429	CAN'T STOP DIPPING 'EM
Registration Number:	2319866	E-Z DIPPIN'S
Registration Number:	1813933	HOT STUFF
Registration Number:	1465704	KRUNCHERS! NO MORE WIMPY CHIPS!
Registration Number:	0962174	BIG "J"
Registration Number:	2097218	O-KE-DOKE
Registration Number:	1482531	
Registration Number:	0834842	CHEEZELETS
Registration Number:	1030200	O-KE-DOKE

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Registration Number:	1433103	
Registration Number:	2706411	JAYS ZESTIDOS CAN'T STOP DIPPING 'EM
Registration Number:	1482529	GEISER'S
Registration Number:	2706410	JAYS ZESTIDOS CAN'T STOP DIPPING 'EM
Registration Number:	1553872	KRUNCHERS!
Registration Number:	1191780	HOTSTUFF
Registration Number:	2730002	JAYS ZESTIDOS
Registration Number:	1896346	CRANE
Registration Number:	0711948	JAYS
Registration Number:	2822093	JAYS ZESTIDOS
Serial Number:	76337421	JAYS ZESTIDOS

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com
Correspondent Name: Michael G. Fatall
Address Line 1: 200 East Randolph Drive
Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	JAYS - 35040-93
NAME OF SUBMITTER:	Christine A. Casey

Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 20, 2004 ("Effective Date") by and between JAYS FOODS, LLC, a Delaware limited liability corporation, with its principal office at 825 East 99th Street, Chicago, Illinois 60628 ("Assignor"), and JAYS FOODS ACQUISITION, INC., a Delaware corporation, with its principal office at 30 South Wacker Drive, Suite 3300, Chicago, Illinois 60606 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 5, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Illinois and Michigan state trademark registrations set forth on Schedule C attached hereto, and the trade names and assumed names set forth on Schedule D attached hereto in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any state or applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the

preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JAYS FOODS LLC

By: Thomas A. Zwart

Name: Thomas A Zwart

Title: President

JAYS FOODS ACQUISITION, INC.

By: Robert C Froetscher

Name: Robert C Froetscher

Title: President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2774360	10/21/2003	JAYS ZESTIDOS
2717893	5/20/2003	BUTTER TWIRLS
0711947	2/28/1961	JAYS
1177497	11/10/1981	KRISPY KRUNCH
0750245	5/28/1963	CAN'T STOP EATING 'EM
2564429	4/23/2002	CAN'T STOP DIPPING 'EM
2319866	2/15/2000	E-Z DIPPIN'S
1813933	12/28/1993	HOT STUFF
1465704	11/17/1987	KRUNCHERS! NO MORE WIMPY CHIPS!
0962174	6/26/1973	BIG "J"
2097218	9/16/1997	O-KE-DOKE
1482531	3/29/1988	Design Mark
0834842	9/5/1967	CHEEZELETS
1030200	1/13/1976	O-KE-DOKE
1433103	3/17/1987	Design Mark
2706411	4/15/2003	JAYS ZESTIDOS CAN'T STOP DIPPING 'EM
1482529	3/29/1988	GEISER'S
2706410	11/13/2001	JAYS ZESTIDOS CAN'T STOP DIPPING 'EM
1553872	8/29/1989	KRUNCHERS!
1191780	3/9/1982	HOT STUFF
2730002	6/24/2003	JAYS ZESTIDOS
1896346	5/30/1995	CRANE
0711948	2/28/1961	JAYS and Design
2822093	3/16/2004	JAYS ZESTIDOS

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
76337421	11/13/2001	JAYS ZESTIDOS

SCHEDULE C

STATE TRADEMARK REGISTRATIONS

State	Registration No.	Registration Date	Mark
Illinois	19112	5/21/1942	JAYS
Michigan	M-12017	8/20/1951	JAYS
Michigan	M-11017	8/20/1951	JAYS - A PIP OF A CHIP

SCHEDULE D

TRADENAMES

Trade Name	SIC Code	Description
CHEEZELETS	2096 - Potato chips and similar snacks	Potato chips and similar snacks
E-Z DIPPINS	2096 - Potato chips and similar snacks	Potato chips and similar snacks
JAYS	2096 - Potato chips and similar snacks	Potato chips and similar snacks
OKE DOKE	2096 - Potato chips and similar snacks	Potato chips and similar snacks