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

11-05-2003

SHEET
1

102592974

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

1. Name of conveying party(ies):

Bake-Line Products, Inc. 10.31.03

__ Individual(s) __ Association
__ General Partnership __ Limited Partnership
_x_ Corporation - Illinois
___ Other

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

2. Name and Address of receiving party(ies)

Name: Bake-Line Group, LLC

Address: 17 West 220 22nd Street, Suite 300
Oakbrook Terrace, Illinois 60181

___ Individual(s) citizenship _____
___ Association _____
___ General Partnership _____
___ Limited Partnership _____
___ Corporation
_x_ Other limited liability company - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes _x_ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ___ Yes _x_ No

OFFICE OF PUBLIC RECORDS
2003 OCT 31 AM 9:51
FINANCE SECTION

3. Nature of conveyance:

_x_ Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other

Effective Date: April 30, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s): See Attached Schedule

Additional numbers attached? _x_ Yes ___ No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41)..... $ 365
_xx_ Enclosed
___ To be Charged to Deposit Account

8. Deposit Account No. 111098

(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.

Hayley M. Smith — Name of Person Signing
Hayley M. Smith — Signature
10/31/03 — Date

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

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

11/04/2003 6TON11 00000120 1362255

01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

PTO cover sheet Bakeline Products to Bakeline Group.DOC

SCHEDULE

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Trademark No.	Registration Date
BAKE LINE & DESIGN	1,362,255	09/24/1985
CHIP-A-RIFFIC	1,346,606	07/02/1985
CHIP-CHIP HOORAY!	1,381,675	02/04/1986
CREAM-A-RIFFIC	1,346,605	07/02/1985
HOLIDAY	1,446,657	07/07/1987
SUN VALLEY	717,973	07/04/1961
SUN VALLEY & DESIGN	1,108,165	12/05/1978
BUTTER-RIFFIC	1,346,603	07/02/1985
CREAM-O-RIFFIC	1,346,604	07/02/1985
DAN-A-LISH & DESIGN	1,511,153	11/01/1988
FIGURES BY BAKE LINE	1,462,135	10/20/1987
HOLIDAY & DESIGN	1,423,085	12/30/1986
NICE 'N CHEWY	1,386,965	03/18/1986
SOFBLEND	1,391,760	04/29/1986

TRADEMARK
REEL: 002856 FRAME: 0721

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 30, 2002 ("Effective Date") by and between Bake-Line Products, Inc., a corporation organized under the laws of the State of Illinois ("Assignor"), and Bake-Line Group, LLC (f/k/a Biscuit Acquisition LLC), a limited liability company organized under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor, Assignee, Keebler Company, Atlantic Baking Group, Inc. and Kellogg Company have entered into that Asset Acquisition Agreement dated as of March 26, 2002 (the "Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including without limitation: (a) those trademarks and trade names and United States trademark registrations and applications therefor identified and set forth on Schedule A; (b) those trademarks and foreign trademark registrations and applications therefor identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Agreement, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks.

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 all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, 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.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, at Assignee's reasonable request and expense (including reasonable attorneys' fees of Assignor), cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation), as may be reasonably required: (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor consents to Assignee's request that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Marks.

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.

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

* * * * *

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

BAKE-LINE GROUP, LLC (f/k/a Biscuit Acquisition LLC)

By: James T Spear

Name: James T. Spear

Title: Vice President

BAKE-LINE PRODUCTS, INC.

By: _____

Name: _____

Title: _____

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that _he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

_____
Notary Public

STATE OF New York)
) SS.
COUNTY OF New York)

On this ___ day of _____, there appeared before me James T Spear, personally known to me, who acknowledged that _he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Bake Line Group LLC.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2008

_____
Notary Public

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

BAKE-LINE GROUP, LLC (f/k/a Biscuit Acquisition LLC)

By: _____

Name: _____

Title: _____

BAKE-LINE PRODUCTS, INC.

By: Gary Pilnick

Name: Gary H. Pilnick

Title: Vice President

STATE OF)
) SS.
COUNTY OF)

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that _he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

_____
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 25 day of April, there appeared before me Gary Pilnick, personally known to me, who acknowledged that _he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Bake-Line Products, Inc. .

Connie L. Wart
Notary Public

CONNIE L. WART
Notary Public, Calhoun County, Michigan
My Commission Expires 9/18/06

TRADEMARK
REEL: 002856 FRAME: 0725

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Trademark No.	Registration Date
BAKE LINE & DESIGN	1,362,255	09/24/1985
CHIP-A-RIFFIC	1,346,606	07/02/1985
CHIP-CHIP HOORAY!	1,381,675	02/04/1986
CREAM-A-RIFFIC	1,346,605	07/02/1985
HOLIDAY	1,446,657	07/07/1987
PECAN-A-RIFFIC	1,726,718	10/20/1992
SUN VALLEY	717,973	07/04/1961
SUN VALLEY & DESIGN	1,108,165	12/05/1978
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NICE 'N CHEWY	1,386,965	03/18/1986
SOFBLEND	1,391,760	04/29/1986

TRADEMARK
REEL: 002856 FRAME: 0726

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Registration No.	Registration Date
Canada	CHIP-A-RIFFIC	333,374	10/23/1987
Canada	HOLIDAY	283,866	09/30/1983
Canada	DAN-A-LISH & DESIGN	361,338	10/27/1989
Canada	NICE 'N CHEWY	334,433	11/20/1987
Canada	NUTTER-RIFFIC	333,186	10/16,1987
Canada	SOFBLEND	331,217	08/21/1987

RECORDED: 10/31/2003

TRADEMARK
REEL: 002856 FRAME: 0727