

Form PTO-1594

(Rev. 05/03)

OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇒ ⇒ ⇒

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

1. Name of conveying party(ies):

**McGlynn Bakeries, LLC**

- Individual(s)
- General Partnership
- Corporation-State:
- Other **Delaware Limited Liability Company**
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **February 17, 2004**

2. Name and address of receiving party(ies)

Name: **Sparky Acquisition Corporation**

Internal Address:

Street Address: **800 Market Street, Floor 29**

City: **St. Louis** State: **MO** ZIP: **63101**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State: **Nevada**
- Other

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

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s) **2,019,895; 2,068,532**

Additional number(s) attached  Yes  No

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

Name: **Mark A. Paskar**

Internal Address: **Bryan Cave LLP**

**One Metropolitan Square**

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State **MO** ZIP: **63102-2750**

6. Total number of applications and registrations involved: 2

7. total fee (37 CFR 3.41).....**\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account Number:

**02-4467 (for fees and any additional fee or overpayment)**

DO NOT USE THIS SPACE

9. Signature.

**Mark A. Paskar**

Name of Person Signing



Signature

**June 15, 2004**

Date

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

11

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office,  
PO Box 1450  
Alexandria, VA 22313-1450

**ASSET PURCHASE AGREEMENT**

**by and between**

**McGLYNN BAKERIES, LLC**

**and**

**MARKY ACQUISITION CORPORATION**

**February 17, 2004**

*CH*  
**TRADEMARK**

**REEL: 002871 FRAME: 0923**

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of February 17, 2004 (this "*Agreement*"), by and among MCGLYNN BAKERIES, LLC, a Delaware limited liability company ("*Seller*"), each of the members of Seller (the "*Seller Members*"), SPARKY ACQUISITION CORPORATION, a Nevada corporation ("*Purchaser*"), and solely with respect to Section 8.18 hereof, Ralcorp Holdings, Inc., a Missouri corporation.

WHEREAS, Seller is engaged in the business of producing and selling fresh bakery products (the "*Fresh Business*") and branded and private-label frozen, par-baked organic and non-organic artisan breads, frozen par-baked breads, frozen baked deli sandwich breads and baked and unbaked cut-out and standard cookies (the "*Frozen Business*");

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller's assets used or held for use in connection with the Frozen Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### PURCHASE AND SALE

**Section 1.1 Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined in section 1.4(a)), Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase from Seller, the following assets of Seller used in connection with the Frozen Business (collectively, the "*Assets*"), free and clear of all pledges, mortgages, security interests, charges, claims, liens or other encumbrances of any kind except as are listed on Exhibit 2 to the Limited Warranty Deed that is attached to this Agreement as Exhibit A ("*Limited Warranty Deed*") ("*Encumbrances*"): .

(a) The real property, and rights thereto, (the "*Real Property*") owned by Seller and used or held for use in connection with the Frozen Business, which Real Property is described in Schedule 1.1(a);

(b) The Contract for Private Redevelopment dated January 9, 1992 between The Housing and Redevelopment Authority for the City of Fridley, Minnesota, and McGlynn Bakeries, Inc. and all related agreements, including the related Assessment Agreement dated February 18, 1992 (collectively, the "*Redevelopment Agreements*");

(c) The lessor's interest in that certain Option and Lease dated June 28, 1996, as heretofore amended, between McGlynn Bakeries, Inc., as Lessor, and US West NewVector Group, Inc., as Tenant ("*US West Lease*"), regarding a portion of the Real Property, as described in the Limited Warranty Deed.

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- (d) All tangible personal property owned by Seller and used or held for use in connection with the Frozen Business, including the tangible personal property described on Schedule 1.1(d) attached hereto;
- (e) All inventory wherever located, including raw materials, work in progress, finished goods, packaging, spare parts, and supplies owned by Seller and related to the Frozen Business;
- (f) All personal property leases to which Seller is a party that are used or held for use in connection with the operation of the Frozen Business, all of which are listed on Schedule 1.1(f) attached hereto (the "*Personal Property Leases*");
- (g) All permits, licenses and other governmental approvals held by Seller with respect to the Frozen Business, to the extent they are assignable including those described on Schedule 1.1(g);
- (h) All unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by Seller in connection with the Frozen Business in the ordinary course of business;
- (i) All accounts receivable owing to Seller to the extent they relate to the Frozen Business;
- (j) All contractual and other intangible rights and property of Seller, including formulations; recipes; manufacturing processes; inventories; know-how; patents, trademarks, service marks, trade names and any applications therefor; software; and common law rights to the foregoing, that are used or held for use in connection with the Frozen Business including those described on Schedule 1.1(j);
- (k) All of the licenses, contracts and agreements listed on Schedule 1.1(k) attached hereto;
- (l) All of the books, records and documents to the extent they relate to the Frozen Business;
- (m) All insurance proceeds paid or payable in respect of any damage to or destruction or loss of any assets or rights reflected in Section 1.1 or the Schedules referred to therein, but only to the extent Seller has not repaired or replaced such damaged or destroyed asset or right;
- (n) All assets reflected on the Final Working Capital Statement;
- (o) The goodwill and going-concern value of the Frozen Business; and
- (p) All claims or causes of actions in which Seller, to the extent they relate to the Frozen Business, has, now or in the future, a right of recovery.

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(b) Seller's registered trademarks, copyrights and patents and any applications thereafter as well as any material licenses.  
(b) (i) Registered Trademarks:

DOCKET NO.	STATUS	COUNTRY	APP. NO.	CLASS NO.	APP. DATE	REG. NO.	REG. DATE	DUE DATE/STATUS	ACTION DUE	DISPOSITION
06317.0082CA01	Registered	Canada	789781		08/09/1995	507959	02/12/1999			ASSET OF FROZEN BUSINESS INCLUDED IN SALE
Mark: CONCEPT 2 BAKERS Class: 42 Goods: (1) Wholesale distributorship of bakery foods. (2) Wholesale bakery foods services.										
06317.0082US01	Registered	United States	74/659079		04/11/1995	2019895	11/26/2002			ASSET OF FROZEN BUSINESS INCLUDED IN SALE
Mark: CONCEPT 2 BAKERS Class: 42 Goods: Wholesale distributorship of bakery foods.										
06317.0090CA01	Registered	Canada	799701		12/13/1995	506159	01/06/1999			ASSET OF FROZEN BUSINESS INCLUDED IN SALE
Mark: PANNE PROVINCIO Class: Goods: Bread.										

TRADE MARK REEL: 002874 FRAME: 0926

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06317.0090US01 Registered United States 74/732090  
 Mark: PANNE PROVINCIO Class: 30  
 Goods: Bread. 09/21/1995 2068532 06/10/1997

ASSET OF  
 FROZEN  
 BUSINESS  
 INCLUDED  
 IN SALE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

McGLYNN BAKERIES, LLC

By:   
Name: DANIEL J. McGLYNN  
Title: CEO

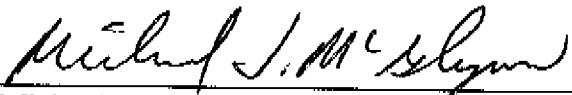
PURCHASER:

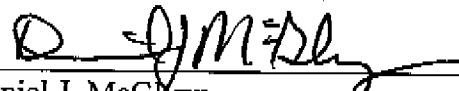
SPARKY ACQUISITION CORPORATION

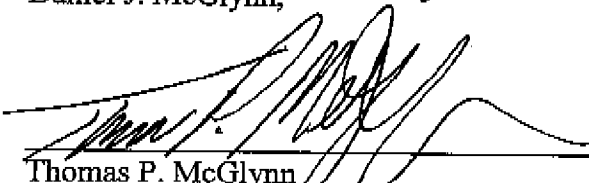
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

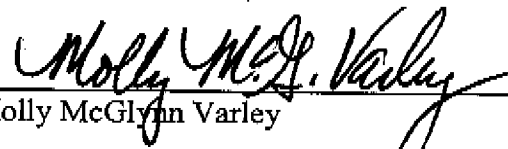
Solely for the purpose of agreeing to Sections 4.7, 4.13, 4.14, 5.9, 5.11, and Article 8.

\_\_\_\_\_  
Burton J. McGlynn

  
Michael J. McGlynn

  
Daniel J. McGlynn,

  
Thomas P. McGlynn

  
Molly McGlynn Varley

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

McGLYNN BAKERIES, LLC

By: \_\_\_\_\_  
Name:  
Title:

PURCHASER:

SPARKY ACQUISITION CORPORATION

By: *Keith J. Hurt*  
Name: Keith J. Hurt  
Title: CEO

Solely for the purpose of agreeing to Sections 4.7, 5.9, 5.11, and Article 8:

\_\_\_\_\_  
Burton J. McGlynn

\_\_\_\_\_  
Michael J. McGlynn

\_\_\_\_\_  
Daniel J. McGlynn,

\_\_\_\_\_  
Thomas P. McGlynn

*Signature Page to Asset Purchase Agreement*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

SELLER:

McGLYNN BAKERIES, LLC


By: \_\_\_\_\_  
Name:  
Title:

PURCHASER:

SPARKY ACQUISITION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Solely for the purpose of agreeing to Sections 4.7, 4.13, 4.14, 5.9, 5.11, and Article 8.

  
\_\_\_\_\_  
Burton J. McGlynn

\_\_\_\_\_  
Michael J. McGlynn

\_\_\_\_\_  
Daniel J. McGlynn,

\_\_\_\_\_  
Thomas P. McGlynn

*D. J. McGlynn*

Daniel J. McGlynn, as Trustee for Elizabeth A. McGlynn Trust

*D. J. McGlynn*

Daniel J. McGlynn, as Trustee for the Emily K. McGlynn Trust

*David Lenhardt*

David Lenhardt, as Trustee for the Andrew J. McGlynn Trust

*David Lenhardt*

David Lenhardt, as Trustee for the Megan E. McGlynn Trust

*David Lenhardt*

David Lenhardt, as Trustee for the Kelly A. McGlynn Trust

Solely for the purpose of agreeing to be bound by Section 8.18:

Ralcorp Holdings, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Molly McGlynn Varley

\_\_\_\_\_  
Daniel J. McGlynn, as Trustee for Elizabeth A. McGlynn Trust

\_\_\_\_\_  
Daniel J. McGlynn, as Trustee for the Emily K. McGlynn Trust

\_\_\_\_\_  
David Lenhardt, as Trustee for the Andrew G. McGlynn Trust

\_\_\_\_\_  
David Lenhardt, as Trustee for the Megan E. McGlynn Trust

\_\_\_\_\_  
David Lenhardt, as Trustee for the Kelly A. McGlynn Trust

Solely for the purpose of agreeing to be bound by Section 8.18:

RALCORP HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Kevin J. Hent  
Title: Secretary

*Signature Page to Asset Purchase Agreement*