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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):

Consolidated Biscuit Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: Bake-Line Group, LLC

Internal Address:

Street Address: 3800 Amnicola Highway

City: Chattanooga State: TN Zip: 37406

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other LLC - Delaware

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

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OFFICE OF PUBLIC RECORDS
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: April 30, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0,659,608 1,386,198
2,436,327 2,655,280

Additional number(s) attached ☐ Yes ☒ No

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

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel
1000 Tallan Building

Street Address: Two Union Square

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....$ 115.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

David J. Hill — Name of Person Signing

Signature

5/14/2004 — Date

Total number of pages including cover sheet, attachments, and document: 5

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

05/18/2004 ECOOPER 00000181 0659608

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT

THIS BUSINESS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of April 30, 2002 ("Effective Date") by and between Consolidated Biscuit Co., a corporation organized under the laws of the State of Ohio ("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 and Atlantic Baking Group, Inc. have entered into that certain Asset Purchase Agreement dated March 22, 2002 (the "Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain assets relating to the intellectual property of the Business (as defined in the Agreement), including without limitation: (a) those trademarks and United States trademark registrations and applications identified and set forth on Schedule A (collectively, the "Marks"); and (b) the goodwill associated with the Marks; and

WHEREAS, pursuant to the Agreement, Assignee wishes to acquire and Assignor wishes to assign the 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 in and to the Marks, together with the goodwill of the business with which the Marks are used, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect; together with all income, royalties, damages 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.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any 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; and (3) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the registered Marks in the United States.

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

CONSOLIDATED BISCUIT CO.

By: William H Varney

Name: William H Varney

Title: Vice President

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

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

On this 26 day of April, there appeared before me William H. Varney, 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 Consolidated Biscuit Co.

Jeffrey D. Smith
Notary Public

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

TRADEMARK
REEL: 002970 FRAME: 0220

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

CONSOLIDATED BISCUIT CO.	**BAKE-LINE GROUP, LLC (f/k/a Biscuit Acquisition LLC**
By: _____	By: James T. Spear
Name: _____	Name: JAMES T. SPEAR
Title: _____	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 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 Vice President.

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL6030807
Qualified in Nassau County
Commission Expires July 25, 20[illegible]

April Blanshaft
Notary Public

TRADEMARK
REEL: 002970 FRAME: 0221

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Trademark No.	Registration Date
GREGS	659,608	March 18, 1958
SUNNY and Design	1,386,198	March 11, 1986
SUNNY and Design	2,436,327	March 20, 2001

U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Status
SUNNY	75/712292	May 24, 1999	Pending

UNREGISTERED TRADEMARKS

Mark
CHADWICK FARMS and Design