

05-19-2004

5.12.04



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2004) Tab settings

102748489

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

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

<p>1. Name of conveying party(ies): Bake-Line Group, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Custom Baking Company</u> Internal Address: _____ Street Address: <u>3800 Amnicola Highway</u> City: <u>Chattanooga</u> State: <u>TN</u> Zip: <u>37406</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Tennessee</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 17, 2004</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) B. Trademark Registration No.(s)</p> <table border="0"> <tr> <td><u>0,659,608</u></td> <td><u>1,386,198</u></td> </tr> <tr> <td><u>2,436,327</u></td> <td><u>2,655,280</u></td> </tr> </table> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<u>0,659,608</u>	<u>1,386,198</u>	<u>2,436,327</u>	<u>2,655,280</u>
<u>0,659,608</u>	<u>1,386,198</u>				
<u>2,436,327</u>	<u>2,655,280</u>				
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>David J. Hill</u> Internal Address: <u>Chambliss, Bahner & Stophel</u> <u>1000 Tallan Building</u> Street Address: <u>Two Union Square</u> City: <u>Chattanooga</u> State: <u>TN</u> Zip: <u>37402</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>				
DO NOT USE THIS SPACE					
<p>9. Statement and signature. <i>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.</i></p> <p><u>David J. Hill</u> <u></u> <u>5/14/2004</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 4</p>					

FINANCE SECTION
MAY 17 AM 11:01
OFFICE OF PATENT RECORDS

05/18/2004 ECDOPER 000001&2 0659608
01 FC:0521 40.00 OP
02 FC:0522 75.00 OP

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

TRADEMARK
REEL: 002970 FRAME: 0239

BILL OF SALE AND ASSIGNMENT

17th This Bill of Sale and Assignment ("Instrument") is executed and delivered effective the day of March 2004, by Montague S. Claybrook, in his capacity as Chapter 7 Trustee for Debtor, Bake-Line Group, LLC, in Chapter 7 proceedings (the "Chapter 7 Case") before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 04-10104 ("Transferor"), to and in favor of CUSTOM BAKING COMPANY, a Tennessee corporation ("Transferee").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby absolutely and irrevocably sells, assigns, transfers, conveys, and sets over to Transferee, any and all right, title, and interest the Transferor has in and to the property and related rights described on Exhibit A attached hereto, on an AS-IS, WHERE-IS basis, except for and subject to the terms and provisions contained in that certain Asset Purchase Agreement among Transferor, Transferee, Geosor Corporation and McKee Foods Corporation, dated March 15, 2004 ("Agreement"). Unless otherwise expressly defined herein, all terms used in this Instrument or the attached Exhibit A that begin with a capital letter shall have the meanings assigned to them in the Agreement, and, unless otherwise expressly defined in the Agreement, all references to personal property or related property rights shall have the meanings ascribed to them in the Delaware Uniform Commercial Code.

IN WITNESS WHEREOF, Transferor has executed this Instrument as of the date set forth above.

Transferor:

By: _____
Montague S. Claybrook, Chapter 7
Trustee for the Bankruptcy Estate
Of Bake-Line Group, LLC

ACCEPTANCE BY TRANSFEE

The undersigned Transferee accepts the transfer of property and related rights as provided herein, and except as may be otherwise expressly provided in the Agreement, Transferee does not assume and shall not be liable or responsible for any claim, liability, indebtedness, or other obligation of Transferor with respect to such property and related rights.

Transferee:
CUSTOM BAKING COMPANY

By: Barry S. Patterson
Barry S. Patterson
Vice President and Chief Financial Officer

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Instrument") is executed and delivered effective the 17th day of March 2004, by Montague S. Claybrook, in his capacity as Chapter 7 Trustee for Debtor, Bake-Line Group, LLC, in Chapter 7 proceedings (the "Chapter 7 Case") before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 04-10104 ("Transferor"), to and in favor of CUSTOM BAKING COMPANY, a Tennessee corporation ("Transferee").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby absolutely and irrevocably sells, assigns, transfers, conveys, and sets over to Transferee, any and all right, title, and interest the Transferor has in and to the property and related rights described on Exhibit A attached hereto, on an AS-IS, WHERE-IS basis, except for and subject to the terms and provisions contained in that certain Asset Purchase Agreement among Transferor, Transferee, Geosor Corporation and McKee Foods Corporation, dated March 15, 2004 ("Agreement"). Unless otherwise expressly defined herein, all terms used in this Instrument or the attached Exhibit A that begin with a capital letter shall have the meanings assigned to them in the Agreement, and, unless otherwise expressly defined in the Agreement, all references to personal property or related property rights shall have the meanings ascribed to them in the Delaware Uniform Commercial Code.

IN WITNESS WHEREOF, Transferor has executed this Instrument as of the date set forth above.

Transferor:

By: MS Claybrook
 Montague S. Claybrook, Chapter 7
 Trustee for the Bankruptcy Estate
 Of Bake-Line Group, LLC

ACCEPTANCE BY TRANSFEREE

The undersigned Transferee accepts the transfer of property and related rights as provided herein, and except as may be otherwise expressly provided in the Agreement, Transferee does not assume and shall not be liable or responsible for any claim, liability, indebtedness, or other obligation of Transferor with respect to such property and related rights.

Transferee:

CUSTOM BAKING COMPANY

By: _____
 Barry S. Patterson
 Vice President and Chief Financial Officer

INTANGIBLE PERSONAL PROPERTY

All intangible personal property set forth on this Exhibit A.

1. All names, brand names, trade names, trademarks, service marks, trade dress, patents, copyrights, domain names (URLs), logos, telephone numbers, and any and all other proprietary materials and intellectual property, and all marks or designs relating thereto and all derivations and variations thereof, whether or not registered with any governmental authority, used in connection with the Purchased Assets, including without limitation the following:

- (a) the names CupoJoy and Cup-O-Joy;
- (b) the name Custom Baking; and
- (c) the following United States registered trademarks:

	<u>Mark</u>	<u>Registration No.</u>
1.	GREGS	0659608
2.	SUNNY and design	1386198
3.	SUNNY and design	2436327
4.	SUNNY and design	2655280

2. All technical and marketing information, art work, advertising and promotional materials and related documents used in connection with the Purchased Assets.

3. The rights of Bake-Line Group under all warranties and guaranties related to the Purchased Assets.

4. All recipes, formulas, know how and trade secrets used in connection with the Purchased Assets.

5. All goodwill associated with such intangible personal property and all rights and privileges granted and secured thereby, including the right to sue for past, present and future infringement.