

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSM Subholdings Inc.		01/02/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	BakeMark Ingredients (East) LLC
Street Address:	1933 North Meacham Road
Internal Address:	Suite 530
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173-4342
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2684341	KNOXBRIDGE MILLS
Registration Number:	1789364	SARATOGA
Registration Number:	1471550	SARATOGA
Registration Number:	1789540	SERIO & SONS
Registration Number:	1447794	STALLION
Registration Number:	1447795	THOROBREAD

CORRESPONDENCE DATA

Fax Number: (314)345-4704
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-241-9090
 Email: dtb@greensfelder.com
 Correspondent Name: Greensfelder, Hemker & Gale, PC
 Address Line 1: 10 S. Broadway
 Address Line 2: 2000 Equitable Building
 Address Line 4: St. Louis, MISSOURI 63102

CH \$165.00 2684341

NAME OF SUBMITTER:	Harvey L. Yusman
Signature:	/harvey l. yusman/
Date:	01/03/2005
Total Attachments: 4 source=BakeMarkAssignment#page1.tif source=BakeMarkAssignment#page2.tif source=BakeMarkAssignment#page3.tif source=BakeMarkAssignment#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into this 2nd day of January, 2005 by and between CSM Subholdings Inc. (the "Assignor") and BakeMark Ingredients (East) LLC (the "Assignee").

WITNESSETH:

WHEREAS, Assignor desires to convey, transfer, assign and grant to Assignee all of Assignor's right, title and interest in and to the Transferred Marks (as hereinafter defined), and Assignee has agreed to accept such assignment and to assume all obligations and liabilities of the Assignor arising out of or relating to the ownership and use of the Transferred Marks from and after the Effective Time (as hereinafter defined), including without limitation, any liabilities arising out of any infringement claims asserted against the Assignee as owner of the Trademarks (the "Obligations");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Subject to the assumption of the Obligations, provided for in Section 2 below, Assignor hereby conveys, transfers, assigns and grants to Assignee all of Assignor's right, title and interest in and to the trademarks, trade names, trade dress, service marks, logos and business names of Assignor which are identified on Schedule A hereto (collectively, the "Transferred Marks"), and the goodwill related thereto, and all registrations and applications for registration of all of the foregoing, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries and all rights, powers, emoluments, and advantage whatsoever symbolized thereby of Assignor, including common law rights in the Transferred Marks, and all rights to sue for and obtain damages, injunctive relief and attorneys' fees for all past infringements with respect thereto both at common law and under the statutes of the United States or any other country now or hereafter in effect, and claims and causes of action in favor of the Assignor heretofore accrued or hereafter accruing with respect thereto for misappropriation, infringement or other violation of proprietary or other rights in the Transferred Marks and all registrations or applications relating thereto and all renewals and extensions of such registrations.

2. Assignee hereby assumes, as of the date hereof, and agrees to pay, perform and discharge in a due and timely manner, the Obligations.

3. Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any contract, license, lease, commitment, sales order, purchase order or other agreement or any claim or right of any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof. Without limiting the foregoing, the assignment of the Transferred Marks is subject in all respects to the rights and obligations of the Assignor under any existing trademark licenses affecting the Transferred Marks.

4. This Agreement shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns, including all subsequent owners of the Transferred Marks.

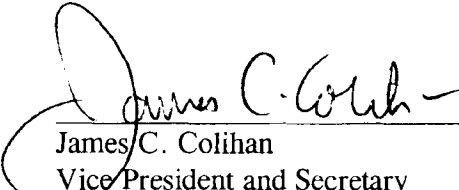
5. The parties have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Agreement, and the respective rights, duties and obligations of the parties hereunder, shall be determined and enforced in accordance with the laws of the State of New York without giving effect to principles of conflicts of law thereunder.

6. This Agreement may be executed in any number of counterparts, including by means of facsimile, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

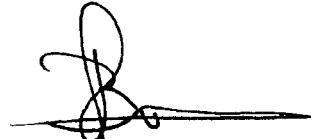
7. This Agreement shall be effective as of January 2, 2005 (the "Effective Time").

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.

CSM SUBHOLDINGS INC.

By: 
Name: James C. Colihan
Title: Vice President and Secretary

BAKEMARK INGREDIENTS (EAST) LLC

By: 
Name: Herman Brons
Title: Vice President of Finance and
Chief Financial Officer

SCHEDULE A

Transferred Marks

A. Registered Marks

<u>Mark</u>	<u>Reg./App.</u>
1. Knoxbridge Mills	2,684,341
2. Saratoga	1,789,364
3. Saratoga	1,471,550
4. Serio & Sons and Design	1,789,540
5. Stallion	1,447,794
6. Thorobread	1,447,795

B. Common Law Marks

Murphy Flour Corp.
Murphy Flour and associated logos
Ramco
Ramco Distributors Corp.
Ramco Distributors and associated logos
Federal Bakers' Supply Corp.
Federal Bakers'
Federal Bakers' Supply and associated logos
Saratoga Flour Company
Saratoga Flour and associated logos
Serio and associated logos
Frank A. Serio & Sons
Kircos Flour and associated logos
Kircos Flour Company and associated logos
Sno Prince
Springwell
Golden Spring
Lady Ellen
Lady Ellen H&R
Astrolite
Harvest Moon
Cahokia Pride
Poppa Bear
Brother Bear
Baby Bear
Steel City Milling and associated logos
The following service marks:
 "serving the baking industry for over fifty years"
 "serving the baking industry with pride for over fifty years"
 "always the value leader"
 "the best products for the best bakers"