

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rolling Pin Manufacturing Corporation		01/27/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rich Products Corporation		
<b>Street Address:</b>	1150 Niagara Street		
<b>Internal Address:</b>	Attention: Lorrie Turner, Legal Department		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14213		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2881222	ROLLING PIN DONUTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(716)878-8767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	716-878-8890		
<b>Email:</b>	LTurner@rich.com		
<b>Correspondent Name:</b>	Rich Products Corporation		
<b>Address Line 1:</b>	1150 Niagara Street		
<b>Address Line 2:</b>	Lorrie Turner, Legal Department		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14213		
<b>NAME OF SUBMITTER:</b>	Lorrie K. Turner		
<b>Signature:</b>	/Lorrie K. Turner/		
<b>Date:</b>	02/07/2005		

CH \$40.00 2881222

**TRADEMARK**

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made as of January \_\_, 2005 by and between Rolling Pin Manufacturing Corporation, a California corporation (the "Assignor"), and Rich Products Corporation, a Delaware corporation (the "Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of January \_\_, 2005 (the "Agreement"), by and between the Assignor and the Assignee. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Agreement.

The Assignor has adopted, used, is using and is the owner of the trademark and trade name set forth in Schedule 1 to this Assignment (hereinafter the "Trademark") and by this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances, including any and all liens, and security interests, all the Assignor's right, title and interest in and to the Trademark, including all the common law rights therein, all the trademark registrations for the Trademarks, and all the goodwill of the business attached to and symbolized by the Trademarks and the registrations therefore.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment, including, but not limited to execution of all oaths, assignments, powers of attorney and other papers related thereto.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Trademark.

This Assignment will be binding on the Assignor and its successors and permitted assigns, and will inure to the benefit of the Assignee and its successors and permitted assigns. Nothing contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of the Assignee or Assignor under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction.

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**ASSIGNEE:**

**RICH PRODUCTS CORPORATION**

By: William E. Grieshaber, Jr.  
Name: William E. Grieshaber, Jr.  
Title: Assistant Secretary

**THE STATE OF NEW YORK** §  
  §  
**COUNTY OF ERIE** §

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2005, by William E. Grieshaber, Jr., the Assistant Secretary of Rich Products Corporation, a Delaware corporation, on behalf of said corporation.

[SEAL]

Sandra J. Young  
Notary Public in and for  
the State of New York

My Commission Expires:

**SANDRA J. YOUNG**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Apr. 30, 2007

**SCHEDULE 1**  
**TRADEMARKS**

MARK	OWNER	Jurisdiction	Registration/Serial Number
ROLLING PIN DONUTS	Rolling Pin Manufacturing Corporation	US	Serial Number:76550247

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