

MARKS ASSIGNMENT

THIS ASSIGNMENT is dated as of February 3rd, 2005, and is made from Meyer's Bakeries, Inc., an Arkansas corporation with its principal place of business at 2700 East Third Street, Hope, Arkansas 71801 ("Assignor") on the one hand, to Premier Bakers, Inc., a Delaware corporation with its principal place of business at 145 South State College Blvd., Suite 200, Brea, California 92821 ("Assignee") on the other hand.

WITNESSETH

WHEREAS, Assignor has adopted and used and is using in commerce the marks set forth in the attached Schedule 1 (collectively, the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of February 3, 2005, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, said Marks and the goodwill associated with such Marks; and

WHEREAS, in conjunction with this marks assignment, Assignee is acquiring the portion of Assignor's business to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Marks Assignment will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

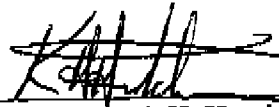
Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of him by Assignee to carry out and fulfill the purposes and intent of this Marks Assignment. Assignee shall reimburse Assignor for any out-of-pocket expenses incurred by Assignor in complying with this provision.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

[Remainder of page intentionally left blank.]

ASSIGNEE

PREMIER BAKERS, INC.

By: 
Name: Kenneth H. Hutchinson
Title: Chief Financial Officer

THE STATE OF CALIFORNIA

County of Orange

This instrument was executed before me on this 1st day of February, 2005, by Kenneth H. Hutchinson, Chief Financial Officer of Premier Bakers, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Josephine J. Tam
Notary Public in and for
The State of California

Josephine J. TAM
Printed or Typed Name of Notary

My Commission Expires 8/29/2008



IN WITNESS WHEREOF, the parties have executed, made and entered into this Marks Assignment under seal as of the date first set forth above.

ASSIGNOR

MEYER'S BAKERIES, INC.

By: 

Name: Gerald W. Hanna

Title: President & CEO


ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

This instrument was executed before me on this 3rd day of February, 2005, by Gerald W. Hanna, the President and Chief Executive Officer of Meyer's Bakeries, Inc., an Arkansas corporation, on behalf of said corporation.

WITNESS my hand and official seal.


Notary Public in and for
The State of Arkansas

Jeannie LaCour, Notary Public
Pulaski County, Arkansas
My Commission Exp. 12-20-2008



Printed or Typed Name of Notary

My Commission Expires 12-20-2008

SCHEDULE 1

to

MARKS ASSIGNMENT

<u>Mark</u>	<u>U.S. Reg./App. No.</u>
NATURE'S GRAIN (word-only)	1,333,464
CARB CHECK (word-only)	78/318,810
	78/328,935
	78/328,931
GOLDEN CLASSICS (word-only)	2,049,030