

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Bake-Line Group, LLC		11/10/2004	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Geosor Corporation		
<b>Street Address:</b>	888 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10106		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1108165	SUN VALLEY	
Registration Number:	0074005	TRU-BLU	
Registration Number:	0717973	SUN VALLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-953-5902		
<b>Email:</b>	cbutzer@jw.com		
<b>Correspondent Name:</b>	Carl C. Butzer		
<b>Address Line 1:</b>	901 Main Street, Suite 6000		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Carl C. Butzer		
<b>Signature:</b>	/carl c. butzer/		

CH \$90.00 1108165

Date:

03/14/2005

**Total Attachments: 10**

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## **BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT (this "**Assignment**") is executed by and between GEOSOR CORPORATION, a New York corporation, as Secured Party (in such capacity, "**Secured Party**"), and GEOSOR CORPORATION, a New York corporation, as Purchaser (in such capacity, "**Purchaser**"), as of the 10 day of November, 2004 (the "**Effective Date**").

### RECITALS

A. Under a Mortgage, Security Agreement and Fixture Filing dated April 30, 2002 (the "**Security Agreement**"), executed by Bake-Line Group, LLC, a Delaware limited liability company, whose address was c/o Atlantic Baking Group, Inc., Mid America Plaza Center, Two Mid America Plaza, Suite 800, Oakbrook Terrace, Illinois 60181 ("**Debtor**"), in favor of Geosor Corporation, a New York corporation, whose address is c/o Soros Funds Management, 888 Seventh Avenue, New York, New York 10106 (in such capacity, "**Secured Party**"), Debtor granted a security interest in certain "**Collateral**" to secure payment and performance of certain obligations owed to Secured Party, Inc.;

B. Debtor has defaulted in its obligations owed to Secured Party;

C. Secured Party has exercised its post-default remedies, including disposing of the personal property described in this Assignment (collectively, the "**Property**") that comprised a portion of the Collateral, as permitted by 12 O.S. § 9-610 of the Oklahoma Uniform Commercial Code (the "**UCC**") by private sale to Purchaser; and

D. Secured Party and Purchaser have agreed to execute this Assignment to evidence the transfer and assignment to Purchaser of all of Debtor's right, title and interest in the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Purchaser hereby agree as follows:

1. **Property.** As used herein, the term "**Property**" shall mean the following property:

a. **Personal Property.** All equipment, machinery, rolling stock (including trailers, yard tractors and back-up fuel tanks), furniture, furnishings, fittings, fixtures, recipes, records, computers, miscellaneous office equipment, finished goods inventory, machinery, apparatus, appliances and other articles of tangible personal property used in connection with the baking facility operated by Debtor located on the land in Marietta, Love County, Oklahoma described on attached Exhibit "A" (the "**Facility**"), whether or not presently located at the Facility, including, without limitation, the equipment and machinery more particularly described on attached Exhibit "B", and any documents of title and warranty and maintenance agreement rights applicable to any of the foregoing.

b. **Primary Trademarks.** All of Debtor's right, title and interest in and to the Primary Trademarks (as defined below), and all U.S., State and foreign registrations related thereto (including, without limitation, U.S. Trademark Registration Nos. 0074005 and 1108165), together with the goodwill of the business appertaining thereto and/or symbolized thereby, all income, royalties, damages, and payments now or hereafter due or payable in respect to the Primary Trademarks, and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present, and future infringement and/or

**TRADEMARK**

**REEL: 003046 FRAME: 0023**

dilution of the Primary Trademarks and the rights thereto. As used herein, the term "**Primary Trademarks**" shall mean the word mark TRU-BLU, the stylized mark TRU-BLU as reflected in U.S. Trademark Registration No. 0074005, all other stylized design forms of the mark TRU-BLU, and the word mark SUN VALLEY, the design mark SUN VALLEY as reflected in U.S. Trademark Registration No. 1108165, and all other stylized and design forms of the mark SUN VALLEY.

c. Secondary Trademarks. All of Debtor's right, title and interest, if any, in and to the word mark JACKSON'S, the design mark JACKSON'S as reflected in U.S. Trademark Registration No. 918134, all other stylized and design forms of the mark JACKSON'S, and all U.S., State and foreign registrations related thereto (including, without limitation, U.S. Trademark Registration No. 918134), together with the goodwill of the business appertaining thereto and/or symbolized thereby, all income, royalties, damages, and payments now or hereafter due or payable in respect of such trademark, and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present, and future infringement and/or dilution of the such trademark and the rights thereto.

2. Conveyance. Pursuant to 12 O.S. § 9-617 of the UCC, Secured Party hereby assigns, sells and transfers to Purchaser all of Debtor's right, title and interest to the Property, TO HAVE AND TO HOLD the Property unto Purchaser, and Purchaser's successors and assigns, forever free, clear and discharged of all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature.

3. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

c. Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State wherein the Facility is located, without reference to the conflict of law provisions thereof.

*[Remainder of Page Intentionally Left Blank]*

Dated effective as of the date first set forth above.

"SECURED PARTY":

GEOSOR CORPORATION, a New York corporation

By: [Signature]  
Name: Richard Holahan  
Title: Secretary

"PURCHASER":

GEOSOR CORPORATION, a New York corporation

By: [Signature]  
Name: Richard Holahan  
Title: Secretary

CORPORATE ACKNOWLEDGEMENT FOR SECURED PARTY

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

9<sup>th</sup> Before me, the undersigned, a Notary Public, in and for the said County and State, on this day of November, 2004, personally appeared Richard D. Holahan, Jr., Secretary of Geosor Corporation, a New York corporation, to me known to be the identical person who subscribed his/her name to the forgoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

MYRA R. COHEN  
Notary Public, State of New York  
No. 01CO4992681  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 2, 2006

[Signature]  
Notary Public, State of New York

My Commission Expires:

\_\_\_\_\_  
(SEAL)

CORPORATE ACKNOWLEDGEMENT FOR PURCHASER

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

9<sup>th</sup> Before me, the undersigned, a Notary Public, in and for the said County and State, on this day of November, 2004, personally appeared Richard D. Holahan, Jr., Secretary of Geosor Corporation, a New York corporation, to me known to be the identical person who subscribed his/her name to the forgoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such company and such partnership, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

MYRA R. COHEN  
Notary Public, State of New York  
No. 01CO4992681  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires March 2, 2006

  
\_\_\_\_\_  
Notary Public, State of New York

My Commission Expires:

\_\_\_\_\_  
(SEAL)

**Exhibit "A"**

**LEGAL DESCRIPTION OF FACILITY**

*(to be provided)*

## Legal Description

### TRACT 1

#### PARCEL 1

Lots One (1) and Two (2) in Block One (1) of the City of Marietta, Love County, Okalahoma, LESS AND EXCEPT a tract of the East side of Lot 2, Block 1, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 2, Block 1, of the City of Marietta, Oklahoma;

Thence West 5.8 feet;

Thence Southeasterly to a point in the South line of said Lot 2 being 2.75 feet West of the Southeast Corner of said Lot 2;

Thence East 2.75 feet to the Southeast corner of said Lot 2;

Thence in a Northwesterly direction along the East side of Lot 2, Block 1, to the Point of Beginning;

AND

#### PARCEL 2

Lots Three (3) and Four (4) in Block One (1) of the City of Marietta, Love County, Oklahoma;

AND

#### PARCEL 3

A tract of land located in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Seventeen (17), Township Seven (7) South, Range Two (2) East, Love County, Oklahoma, more particularly described as follows:

Beginning at the Southwest corner of the SW/4 of SW/4 of Section 17, Township 7 South, Range 2 East, Love County, Oklahoma;

Thence North 258.7 feet;

Thence East 466.7 feet;

Thence South 258.7 feet;

Thence West along the Section line 466.7 feet to the place of beginning.

#### PARCEL 4



A part of the West Half (W12) of Southwest Quarter (SW14) of Southwest Quarter (SW14) of Section Seventeen (17), Township Seven (7) South, Range Two (2) East, Love County, Oklahoma, being more particularly described as follows:

Beginning at a point 258.70 feet North of the Southwest corner of said Section 17;

Thence East 466.70 feet;

Thence North 401.30 feet;

Thence West 116.70 feet;

Thence North 150 feet;

Thence West 300.00 feet;

Thence South 150.00 feet;

Thence West 50.00 feet;

Thence South 401.30 feet to the Point of Beginning.

AND

PARCEL 5

A part of the North Half (N/2) of Northeast Quarter (NE/4) of Southeast Quarter (SE/4) of Section Eighteen (18), Township Seven (7) South, Range Two (2) East, Love County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the SE/4 of said Section 18;

Thence South 00°03'00" East a distance of 208.70 feet to the point of beginning;

Thence South 00°03'00" East a distance of 313.06 feet;

Thence South 89°57'00" West a distance of 834.84 feet;

Thence North 00°03'00" West a distance of 313.06 feet;

Thence North 89°57'00" East a distance of 834.84 feet to the Point of Beginning.

TRACT 2

The North 92.50 feet of Block Three (3) of the FRALEY HEIGHTS ADDITION, to the City of Marietta, Love County, State of Oklahoma.

TRACT 3

Lots One (1) and Two (2) in Block Two (2), in the City of Marietta, Love County, State of Oklahoma.

TRACT 4

The South 7.1 feet of Lot Three (3) and all of Lot Four (4) and the North 22.9 feet of Lot Five (5), of Block Three (3) of the FRALEY HEIGHTS ADDITION to the City of Marietta, Love County, State of Oklahoma;

AND

The South 92.50 feet of the North 185.00 feet of Block Three (3) of the FRALEY HEIGHTS ADDITION to the City of Marietta, Love County, State of Oklahoma.

TRACT 5

The South 55.00 feet of Lot Ten (10), Block Three (3) of the FRALEY HEIGHTS ADDITION, also known and described as Tract 12 of the Amended Subdivision of Block Three (3) of the FRALEY HEIGHTS ADDITION to the City of Marietta, Love County, State of Oklahoma.

**Exhibit "B"**

**EQUIPMENT AND MACHINERY**

**PARTIAL LISTING OF MARIETTA, OKLAHOMA BAKERY EQUIPMENT  
MARCH 8, 2004**

DESCRIPTION	QUANTITY
Ovens, APV and T.L. Green	6
Rotary moulders	10
Dough mixers, Peerless	6
Crème mixers, Peerless	3
Dough feeders, Richmond	7
Sugar topper	3
Angle wire cut depositor, APV	3
CO2 cooling system	2
Tray denesters	4
Automatic cartoners	3
Vertical baggers and weigh heads	3
Doboy horizontal wrappers	11
Backup alternative propane fuel system with tanks and controls	1
Ink jet printers	3
Large capacity ice machine	1
Four row Peters sandwiching machine	4
Case taping machines	10
Great Western flour sifter	1
Machine end mill	1

DESCRIPTION	QUANTITY
Metal lathe	1
Zipper lock vertical bagging machine	2
Check weighers	6
Case packer	2
Incline feeders with metal detection in rotary moulders	4
Urschel grinders	2
Welding machines	3
Automatic distribution system of Base cakes to sandwiching machines, FMS and Richmond	3
Silo for granulated sugar	1
Silos for flour	2
Step down packing tables	2
Metal detectors	11
Labelers	8
Check weighers	7
Stand up battery operated lifts	5
Battery charging stations	10
Moisture analyzers	3