

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

InterBAKE Foods INC.
Feb 17, 2005

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Execution Date(s) Feb 17, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CSI Foodservice Company

Internal

Address:

Street Address: 53 Southgate Course

City SAINT CHARLES

State: IL

Country: Kane USA Zip: 60174

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) BURRY-2774415
Bristol WA Fers-1637036
BURRY BEER 1713985 CRISPIX 0964297

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert A. Hylar

Internal Address:

Street Address: 53 Southgate Course

City: SAINT CHARLES IL

State: IL Zip: 60174

Phone Number: 630 258 5565

Fax Number: 630 584 7435

Email Address:

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1002
Expiration Date 09/06

b. Deposit Account Number
Authorized User Name Robert A. Hylar

9. Signature: Robert A. Hylar

Signature

3/2/05

Date

Robert A. Hylar

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6896, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$116.00 1837036

ASSIGNMENT OF TRADEMARKS

WHEREAS, Interbake Foods Inc., a Delaware corporation, having its principal place of business at 2821 Emerywood Parkway, Suite 210, Richmond, Virginia 23294-3727 ("Assignor"), is the owner of the trademarks shown on the attached Schedule A (hereinafter "the Trademarks"); and

WHEREAS, CSI Foodservice Company, an Illinois corporation, having its principal place of business at 53 Southgate Course, St. Charles, Illinois 60174 ("Assignee"), is desirous of acquiring the Trademarks together with the goodwill symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill symbolized by said Trademarks and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States.

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Signed as of this 17 day of February, 2005.

INTERBAKE FOODS INC.

By: *[Signature]*
Name: RYMOND A. BANER
Title: PRESIDENT + CEO

CSI FOODSERVICE COMPANY

By: *[Signature]*
Name: Robert Anthony (Tony) Hyler
Title: President

SCHEDULE A

BURRY, U.S. Registration No. 2,794,415

BRISTOL WAFERS, U.S. Registration No. 1,637,036

BURRY'S BEST, U.S. Registration No. 1,713,985

CRIS BIX, Registration No. 0964297

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement"), effective as of February 18, 2005 ("Effective Date") among Interbake Foods LLC., a Delaware limited liability company, having its principal place of business at 2821 Emerywood Parkway, Suite 210, Richmond, VA, 23294-3727 ("Seller") and CSI Foodservice Company, an Illinois corporation, having its principal place of business at 53 Southgate Course, St. Charles, Illinois 60174 ("Purchaser").

This Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser, and Purchaser will purchase from Seller, certain trademarks, as specified on Schedule A attached hereto ("Trademarks"), and Purchaser will assume certain liabilities related to the Trademarks upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

TRANSFER OF ASSETS AND LIABILITIES

1.1 Purchase and Sale of the Intellectual Property. Upon the terms and subject to the conditions of this Agreement, Purchaser hereby sells, transfers, conveys, assigns and delivers to Seller and Seller hereby purchases, acquires and accepts from Purchaser, all right, title and interest in and to the Trademarks as the same may exist on the Effective Date, together with all common law rights connected thereto and any goodwill symbolized thereby and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue and obtain damages, and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Trademarks or any part thereof and the violation of any common law rights connected with the Trademarks.

1.2 Consideration. Purchaser hereby delivers to Seller upon execution of this Agreement and, in full payment for the aforesaid sale, conveyance, assignment, transfer and delivery of the Trademarks the amount of \$15,000 (the "Purchase Price").

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all requisite power and authority to carry on its business as it is now being conducted and to own and operate the Trademarks as and in the places where now conducted, owned or operated.

2.2 Authorization. Seller has the requisite power and authority to execute and deliver this Agreement. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action of Seller, and no additional authorization on the part of Seller is necessary in connection with the execution, delivery and performance by Seller of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

3.1 Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

3.2 Authorization. Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action of Purchaser and no additional authorization on the part of Purchaser is necessary in connection with the execution, delivery and performance by Purchaser of this Agreement.

ARTICLE IV

GENERAL PROVISIONS

4.1 Commercially Reasonable Efforts. Each party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under the applicable laws or otherwise required to be taken or done by it to consummate the transactions contemplated hereby.

4.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and Affiliates, but shall not be assignable by any party hereto without the prior written consent of the other parties hereto.

4.3 Waiver. No party may waive any of the terms or conditions of this Agreement except by an instrument in writing, duly signed by each of the parties.

4.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth in this Agreement. This Agreement may not be amended except by an instrument in writing signed by each party to this Agreement.

4.5 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF DELAWARE, REGARDLESS OF CONFLICT OF LAW PRINCIPLES THEREOF.

4.6 Consent to Jurisdiction. All disputes, litigation, proceedings or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of Delaware. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of Delaware in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement.

4.7 Notices. Any notices or other communications required or permitted under this Agreement or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or by overnight commercial courier or by registered or certified mail, postage prepaid, addressed, as follows:

If to Seller:

Interbake Foods LLC
2821 Emerywood Parkway Suite 210
Richmond, Virginia 23294-3727

And

Weston Foods, Inc.
255 Business Center Drive
Horsham, Pennsylvania 19044
Attention: General Counsel

If to Purchaser to:

CSI Foodservice Company
53 Southgate Course
St. Charles, Illinois 60174
630-258-5565

Attention: Robert Anthony (Tony) Hyler
Facsimile: 630-584-7435

or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A notice of change in address shall not be deemed to have been given until received by the addressee.

4.8 Headings and Schedules. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The disclosure or inclusion of any matter or item on any Schedule shall not be deemed an acknowledgment or admission that any such matter or item is required to be disclosed or is material for purposes of the representations and warranties set forth in this Agreement.

4.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

4.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

Interbake Foods LLC

By: [Signature]
 Name: RAYMOND D. BURTON
 Title: President + CEO

CSI Foodservice Company

By: [Signature] 2/17/05
 Name: Robert Anthony (Tony) Hyle
 Title: President

SCHEDULE A
TRADEMARKS

United States Trademarks

BURRY, Registration No. 2794415

BRISTOL WAFERS, Registration No. 1637036

BURRY'S BEST, Registration No. 1713985

CRIS BIX, Registration No. 0964297