

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
Anderson Snack Foods, Inc.		10/29/1999	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bakery, Inc.		
Street Address:	2060 Old Philadelphia Pike		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17602		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1872700	ANDERSON	
CORRESPONDENCE DATA			
Fax Number:	(415)986-1730		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 433-1099		
Email:	bds@sfcounsel.com		
Correspondent Name:	Brandon D. Smith		
Address Line 1:	214 Grant Avenue, Ste. 400		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Brandon D. Smith		
Signature:	/Brandon D. Smith/		
Date:	03/31/2005		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of October 29, 1999 by and between **ANDERSON SNACK FOODS, INC.**, a Delaware corporation ("Assignor") and **NATIONAL BAKERY, INC.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Anderson Bakery Company, Inc., a Delaware corporation, Bon Ton Foods, Inc., a Maryland corporation, ABC Pretzel, Inc., a Delaware corporation, and Assignee have entered into that certain asset purchase agreement dated as of October 22, 1999, as amended by that certain First Amendment Agreement dated October 29, 1999 (the "Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee certain trademarks and trade names and Assignee agreed to accept and receive the assignment of such trademarks and trade names; and

WHEREAS, capitalized terms used herein without definition have the meanings respectively assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Proprietary Rights. Assignor hereby transfers, conveys, delivers and assigns to Assignee and Assignee hereby receives and accepts from Assignor all of Assignor's rights, title, obligations and interest in and to the trademarks, service marks and trade names, and all registrations thereof, applications therefor, and rights of renewal modifications or extensions, including the name "Anderson" and any derivative thereof (and all goodwill associated therewith) and other intellectual property, set forth on Exhibit A hereto (the "Trademarks").

2. Further Assurances. Assignee and Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Trademark Assignment.

3. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignor and their respective successors and assignees including the Lenders under the Loan Documents, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

4. Amendment. This Trademark Assignment may not be amended or modified except by an instrument in writing signed by all parties signatory hereto.

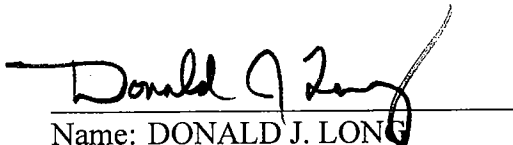
5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Trademark Assignment shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter), and the exclusive venue of the federal and state courts located in New York.

6. Conflicts. This Trademark Assignment is delivered pursuant to and is subject to the Asset Purchase Agreement. In the event that any provision hereof conflicts with any provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be deemed to correctly evidence the intentions of the parties.

IN WITNESS WHEREOF, each party hereto has executed this Trademark Assignment on the date and year first above written.

ANDERSON SNACK FOODS, INC.

By:

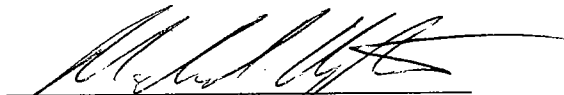


Name: DONALD J. LONG

Title: President

NATIONAL BAKERY, INC.

By:



Name: MICHAEL UYTENGSU

Title: Chief Executive Officer

EXHIBIT A

1. Trademark: BALDIES
Registration No.: 1,078,017
Registration Date: 11/22/77
2. Trademark: ANDERSON and Design
Registration No.: 1,872,700
Registration Date: 1/10/95
3. Trademark: TRITZELS
Registration No.: 387,966
Registration Date: 6/10/41
4. Common Law Trademark: NATIONAL

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