

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
Royal Baking Company, Incorporated		09/01/2005	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Flowers Bakery of Winston-Salem, LLC		
Street Address:	1919 Flowers Circle		
City:	Thomasville		
State/Country:	GEORGIA		
Postal Code:	31757		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2755084	REGGIE ROYAL	
Registration Number:	2620711	BAKER'S BEST	
Registration Number:	2620710	SNACKDRAGON	
CORRESPONDENCE DATA			
Fax Number:	(336)607-7500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-607-7308		
Email:	wstrademarks@kilpatrickstockton.com		
Correspondent Name:	Andrew Roppel, Esq.		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Andrew Roppel		
Signature:	/Andrew Roppel/		

OP \$90.00 2755084

Date:

09/07/2005

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made as of September 1, 2005 between **ROYAL BAKING COMPANY, INCORPORATED.**, a North Carolina corporation ("Assignor") and **FLOWERS BAKERY OF WINSTON-SALEM, LLC**, a North Carolina limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 5, 2005, between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor agreed to sell, assign and transfer to Assignee, and Assignee agreed to purchase and acquire from Assignor, substantially all of the assets and properties, including, without limitation trademarks set forth on **Schedule A** attached hereto, all registrations or pending applications therefor, all common law rights therein, and all goodwill associated therewith (collectively, the "Intellectual Property");

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Asset Purchase Agreement, and such further mutual covenants herein contained, the parties hereto agree as follows:

1. Transfer of Intellectual Property. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property and all rights to sue and recover for any past infringements of any of the Intellectual Property, the same to be held and enjoyed by said Assignee for its own use and for the use of its successors and assigns.

2. Confirmatory Instruments. Assignor and Assignee hereby mutually covenant and agree that they will, upon the request of either to the other, execute any and all further instruments, transfers, assignments, conveyances, assurances and filings confirmatory to the foregoing assignment of the Intellectual Property which may be reasonably required in order to accomplish the purposes and benefits of this Agreement.

3. Capitalized Terms. All capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Asset Purchase Agreement.

4. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

ASSIGNEE:

FLOWERS BAKERY OF WINSTON-
SALEM, LLC

By: Stephen R. Avera
Name: Stephen R. Avera
Title: Secretary

ASSIGNOR:

ROYAL BAKING COMPANY,
INCORPORATED

By: Florence S. Burnette
Name: Florence S. Burnette
Title: President

Schedule A
to
Assignment of Trademarks

Trademarks

- * Word Mark = Reggie Royal; Serial No. 76278082; Registration No. 2755084
- * Work Mark = Baker's Best; Serial No. 76275209; Registration No. 2620711
- * Word Mark = Snackdragon; Serial No. 78275199; Registration No. 2620710
- * Word Mark = Baker's Best; Serial No. 73021409; Registration No. 0994790

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

RECORDED: 09/07/2005

TRADEMARK
REEL: 003154 FRAME: 0498