

**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>
Young Pecan Shelling Company, Inc.		09/06/2005	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carolina Select Brands, LLC		
<b>Street Address:</b>	407 Woodland Drive		
<b>City:</b>	Hartsville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29550		
<b>Entity Type:</b>	CORPORATION: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2721036	MINGO RIVER	
Registration Number:	1940566	A TOKEN OF OUR SOUTHERN HOSPITALITY	
Serial Number:	75578447	A TASTE OF OUR SOUTHERN HOSPITALITY	
Registration Number:	2295863	INCREDIBLY DELICIOUS AND SINFULLY DIVINE	
Registration Number:	2706999	A TOKEN OF OUR SOUTHERN HOSPITALITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(803)765-1243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	803-779-3080		
<b>Email:</b>	cdubose@hsblawfirm.com		
<b>Correspondent Name:</b>	Clarke W. DuBose		
<b>Address Line 1:</b>	1201Main Street, 22nd Floor		
<b>Address Line 4:</b>	Columbia, SOUTH CAROLINA 29201		
<b>ATTORNEY DOCKET NUMBER:</b>	5819.8		

OP \$140.00 2721036

NAME OF SUBMITTER:	Clarke W. DuBose
Signature:	/c wdubose/
Date:	11/23/2005
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made and delivered as of this 6th day of September, 2005 by **Young Pecan Shelling Company, Inc.**, a South Carolina corporation (hereinafter referred to as "Seller") to **Carolina Select Brands, LLC**, a South Carolina limited liability company (hereinafter referred to as "Purchaser").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 1, 2005 (the "Asset Purchase Agreement"), Seller has agreed to sell, assign and transfer the Business (as defined therein) to the Purchaser (the "Acquisition");

NOW, THEREFORE, in consideration of the purchase by Purchaser of the Business pursuant to the Asset Purchase Agreement, and further consideration of Ten Dollars (\$10.00) in hand paid by Seller to Purchaser the receipt and adequacy of which is hereby acknowledged, Seller hereby sells, assigns and transfers absolutely unto Purchaser, the entire right, title and interest of Seller in and to the trademarks described on the attached Schedule I ("Trademarks"), together with the goodwill of the business symbolized by Trademarks, any pending trademark applications, and any registrations thereof, together with any and all renewals and extensions thereof, the right to sue for past, present and future infringement, all Seller's foreign rights to Trademarks, and all Seller's rights under applicable international conventions and treaties with respect to Trademarks. Seller hereby authorizes Purchaser to apply for trademarks in foreign countries, claiming the filing dates of the U.S. application under the provisions of applicable international conventions and treaties. Seller hereby agrees to communicate to Purchaser, its successors, assigns, or legal representatives, any facts known to Seller respecting said Trademarks, to testify at any legal proceedings relating thereto, sign all lawful papers, execute all renewal and extension applications required by Purchaser, make all rightful oaths, and, in addition, to execute any and all documents that may be required in order that Purchaser may make applications for registrations on Trademarks in foreign countries in its own name. And, Seller does hereby authorize and request the Commissioner of Patents and Trademarks to record an assignment of the Trademarks and issue any registrations which may be granted for said Trademarks unto Purchaser, its successors and assigns, in accordance with this Assignment; any such registrations and assignments to be at Purchaser's expense.

RESERVING TO SELLER non-exclusive use with Purchaser of any tree or tree(s) or such other non-proprietary logos which may be associated with such Trademarks.

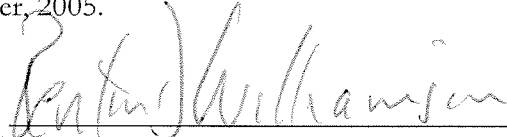
Executed as of the 6<sup>th</sup> day of September, 2005.

YOUNG PECAN SHELLING COMPANY, INC.

By: Heidi Watts  
Its: Executive Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )

Before me appeared HELEN WATTS, the officer who signed this Assignment for YOUNG PECAN SHELLING COMPANY, INC., who acknowledged that he signed it as a free act on behalf of YOUNG PECAN SHELLING COMPANY, INC., with authority to do so on this 6th day of September, 2005.



Notary Public for the State of South Carolina

My commission expires: 10/10/10

**SCHEDULE 1 TRADEMARKS**

<b>Mark</b>	<b>Reg. No. or Serial No.</b>	<b>Registration or Filing Date</b>	<b>Owner</b>	<b>Status</b>
MINGO RIVER (Stylized)	Registration No. 2,721,036  Class 29 and 30	Registered: 6/3/03	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Registered
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Registration No. 1,940,566 Class 29	Registered: 12/12/95	Young Pecan Shelling Company, Inc., 551 West Lucas, Florence, SC	Section 8 & 15 filed 6/3/02
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	Registration No. 2,706,999 Class 30	Registered: 4/15/03	Young Pecan Shelling Company, Inc., 551 West Lucas, Florence, SC	Registered
A TOKEN OF OUR SOUTHERN HOSPITALITY (Stylized)	South Carolina (no number assigned)	Registered: 08/20/93	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
INCREDIBLY (sp) DELICIOUS AND SINFULLY DIVINE	Registration No. 2,295,863 Classes 29 and 30	Registered: 11/30/99	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	Section 8 & 15 due 11/30/05
INCREDIBLY DELICIOUS AND SINFULLY DIVINE	South Carolina (no number assigned)	Registered: 10/19/98	Young Pecan Shelling Company, Inc. 1200 Pecan St. Florence, SC	Registered
CALHOUN				
A TASTE OF OUR SOUTHERN HOSPITALITY	Serial No. 75,578,447 Classes 29 and 30	Filed: 10/28/98	Young Pecan Shelling Company, Inc., 551 West Lucas Florence, SC	-Opposition pending. Filed by International Trading & Marketing, Inc. on their trademark A TASTE OF THE SOUTH, Reg. No. 2,384,418. Motion to Suspend filed 2/21/02. See Schedule 3.8 of Asset Purchase Agreement.