

**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>
Wyandot, Inc.		01/29/2006	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Select Snacks, Inc.		
<b>Street Address:</b>	125 Peacely Street		
<b>City:</b>	Jeffersonville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47130		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2990705	FRESH CRISP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	41344-5 RMP		
<b>NAME OF SUBMITTER:</b>	Renee Prescan		
<b>Signature:</b>	/Renee Prescan/		
<b>Date:</b>	03/03/2006		

CH \$40.00 2990705

Total Attachments: 4

source=Wyandot Assignment#page1.tif

source=Wyandot Assignment#page2.tif

source=Wyandot Assignment#page3.tif

source=Wyandot Assignment#page4.tif

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 29, 2006 ("Effective Date") by and between Wyandot, Inc., an Ohio corporation, with its principal office at 135 Wyandot Avenue, Marion, Ohio 43302 ("Assignor"), and Select Snacks, Inc., a Delaware corporation, with its principal office at 125 Peacely Street, Jeffersonville, Indiana 47130 ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignee, Assignor and Ubiquity Brands, LLC dated as of the date hereof (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto (collectively, the "Mark"); and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Wyandot, Inc.

Select Snacks, Inc.

[Signature]

\_\_\_\_\_

Name: NICK R CHITON

Name: \_\_\_\_\_

Title: PRES & CEO

Title: \_\_\_\_\_

STATE OF Ohio )  
 ) SS.  
COUNTY OF Franklin

On this ~~27th~~ <sup>27th</sup> day of Jan, there appeared before me Hick R. Chito, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Wyandot, Inc.



TODD M. KEGLER  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C

[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Wyandot, Inc.

Select Snacks, Inc.

\_\_\_\_\_

William J. Schumacher

Name: \_\_\_\_\_

Name: William J. Schumacher

Title: \_\_\_\_\_

Title: CEO/COO & Assistant Secretary

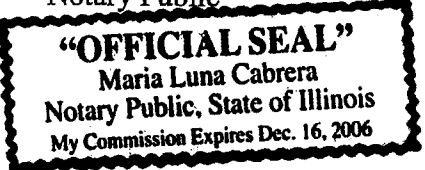
STATE OF Illinois )  
COUNTY OF cook ) SS.

On this 27th day of January, there appeared before me William Schumacher personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Select Snacks, Inc.

Maria Luna Cabrera

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.



On this \_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,990,705	8/30/2005	FRESH CRISP