# 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
I AND K DISTRIBUTORS, INC.		03/31/2006	CORPORATION: OHIO

#### **RECEIVING PARTY DATA**

Name:	CS DISTRIBUTION HOLDINGS, INC.	
Street Address:	2000 Town Center	
Internal Address:	Suite 2450	
City:	Southfield	
State/Country:	MICHIGAN	
Postal Code:	48075	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2584174	RENO'S
Registration Number:	2302775	IT'S GRANDMA GOOD
Registration Number:	2305367	YODER'S
Registration Number:	1598796	BERNEA FARMS

### **CORRESPONDENCE DATA**

900047617

Fax Number: (312)861-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 200 East Randolph Drive Address Line 2: Krista L. Nunemaker, Esq. Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 38506-10 NO. 1

TRADEMARK

**REEL: 003297 FRAME: 0678** 

NAME OF SUBMITTER:	Krista L. Nunemaker	
Signature:	/Krista L. Nunemaker/	
Date:	04/26/2006	
Total Attachments: 4 source=1#page1.tif source=1#page2.tif source=1#page3.tif source=1#page4.tif		

TRADEMARK REEL: 003297 FRAME: 0679

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 31, 2006 ("Effective Date") by and between I AND K DISTRIBUTORS, INC., an Ohio corporation, with its office at 1600 Gressel Drive, Delphos, OH 45833 ("Assignor"), and CS DISTRIBUTION HOLDINGS, INC., a Delaware corporation, with its office at 2000 Town Center, Suite 2450, Southfield, MI 48075 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and state trademark registrations set forth on Schedule A attached hereto and the unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); 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 Marks, 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 Marks, 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 Marks.

Assigner shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

\* \* \* \* \*

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TRADEMARK REEL: 003297 FRAME: 0680 IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

I AND K DISTRIBUTORS, INC.

By Name: Jol

Name: John G. Barry

Its: Vice President and Treasurer

CS DISTRIBUTION HOLDINGS, INC.

By Name:

Name: John & Barry

Its: Vice President and Treasurer

# **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Mark	Registration No.
RENO'S and design	U.S. 2,584,174
IT'S GRANDMA GOOD	U.S. 2,302,775
YODER'S	U.S. 2,305,367
LINTONI'S	U.S. 2,332,334
BERNEA FARMS	U.S. 1,598,796
SOUTHERN SALADS "NEAREST TO HOMEMADE"	U.S. 802,351
YODER'S OLD FASHIONED SALADS	State of Ohio TM13075

# **SCHEDULE B**

### **UNREGISTERED TRADEMARKS**

YODER'S IT'S GRANDMA GOOD

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**RECORDED: 04/26/2006** 

**REEL: 003297 FRAME: 0683**