

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
Matthew Headley Holdings, L.L.C.		05/18/2006	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Trion Ventures I, L.P.
Street Address:	5910 N. Central Expressway, Suite 1660
Internal Address:	Attn: Mike Hogan
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1370426	CORNIES
Registration Number:	1198111	GOOD FOODS FOR GOOD TIMES
Registration Number:	0748855	KAS
Registration Number:	0648663	KAS ALWAYS FRESH WHOLESOME & DELICIOUS
Registration Number:	1713958	KRUN-CHEE
Registration Number:	1398716	KRUN-CHEE
Registration Number:	1406970	POP CORN
Registration Number:	1417593	SNACK TIME
Registration Number:	0930102	SNACKTIME
Serial Number:	78287244	CHIP ZIP
Serial Number:	76378641	DICKEY'S
Serial Number:	78287237	GEN G
Serial Number:	78287227	GENERATION GO

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Registration Number:	0771219	KRUN.CHEE
Serial Number:	78264582	LA FAMOUS
Registration Number:	1778228	SNACK TIME!

CORRESPONDENCE DATA

Fax Number: (214)999-9098
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-969-1513
Email: luke.walker@tklaw.com
Correspondent Name: Luke Walker
Address Line 1: 1700 Pacific Avenue, Suite 3300
Address Line 2: IP Docketing, Attn: Luke Walker
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	509767.000002
NAME OF SUBMITTER:	Luke Walker
Signature:	/Luke Walker/
Date:	07/30/2006

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of May 18, 2006 (the “**Effective Date**”), is made by and between Matthew Headley Holdings, L.L.C., a Missouri limited liability company (“**Assignor**”), and Trion Ventures I, L.P., a Texas limited partnership (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, Assignor has adopted, used and in certain cases registered or applied for registration of certain trademarks and service marks used in connection with Assignor’s business, including without limitation, those listed on Exhibit A to this Agreement (collectively, the “**Marks**”); and

WHEREAS, Assignor currently owns all rights, title and interest in and to the Marks;

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor’s right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, Assignee is a successor to Assignor’s business, or portion of the business to which the marks pertain, and such business is ongoing and existing.

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


1. The parties acknowledge and agree that Assignee has purchased and is a successor to Assignor’s business, or portion of the business to which the marks pertain, and such business is ongoing and existing.
2. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor’s right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
3. Assignor agrees, at Assignee’s expense, to execute and deliver all other agreements, confirmations of assignment, and documents as may be reasonably necessary in Assignee’s opinion to effectuate the assignment of the Marks and to satisfy the intent set forth in this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

MATTHEW HEADLEY HOLDINGS, L.L.C.

By:


Name: Matthew Headley
Title: MANAGING DIRECTOR

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TRADEMARK
REEL: 003357 FRAME: 0684

EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

Owner	Mark	Reg. No.	Ser. No.	Reg. Date/App. Date
Matthew Headley Holdings, L.L.C.	CORNIES	1370426		12-Nov-1985
Matthew Headley Holdings, L.L.C.	GOOD FOODS FOR GOOD TIMES (STYLIZED)	1198111		15-Jun-1982
Matthew Headley Holdings, L.L.C.	KAS	0748855		30-Apr-1963
Matthew Headley Holdings, L.L.C.	KAS ALWAYS FRESH WHOLESOME & DELICIOUS and Design	0648663		16-Jul-1957
Matthew Headley Holdings, L.L.C.	KRUN-CHEE and Design	1713958		08-Sep-1992
Matthew Headley Holdings, L.L.C.	KRUN-CHEE and Design	1398716		24-Jun-1986
Matthew Headley Holdings, L.L.C.	POP CORN and Design	1406970		26-Aug-1986
Matthew Headley Holdings, L.L.C.	SNACK TIME and Design	1417593		18-Nov-1986
Matthew Headley Holdings, L.L.C.	SNACKTIME (Stylized)	930102		28-Feb-1972
Matthew Headley Holdings, L.L.C.	CHIP ZIP		78287244	14-Aug-2003
Matthew Headley Holdings, L.L.C.	DICKEY'S		76378641	24-Feb-2004
Matthew Headley Holdings, L.L.C.	GEN G		78287237	14-Aug-2003

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Owner	Mark	Reg. No.	Ser. No.	Reg. Date/App. Date
Matthew Headley Holdings, L.L.C.	GENERATION GO		78287227	14-Aug-2003
Matthew Headley Holdings, L.L.C.	KRUN.CHEE and Design	0771219		09-June-1964
Matthew Headley Holdings, L.L.C.	LA FAMOUS		78264582	19-Jun-2003
Matthew Headley Holdings, L.L.C.	SNACK TIME! and Design	1778228		22-Jun-1993