

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
Sara Lee Foods, Inc.		05/08/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monogram Meat Snacks, LLC		
Street Address:	3205 Players Club Parkway		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38125		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2507104	HAPPY TRAILS	
Registration Number:	1522788	TRAIL'S BEST	
Registration Number:	2729238	TRAIL'S BEST	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	315 Deaderick Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37238		
ATTORNEY DOCKET NUMBER:	113804-300		
NAME OF SUBMITTER:	Robert L. Brewer		

CH \$90.00 2507104

Signature:	/Robert L. Brewer/
Date:	08/11/2006
Total Attachments: 7 source=Aug102006 309#page1.tif source=Aug102006 309#page2.tif source=Aug102006 309#page3.tif source=Aug102006 309#page4.tif source=Aug102006 309#page5.tif source=Aug102006 309#page6.tif source=Aug102006 309#page7.tif	

TRADEMARK ASSIGNMENT

Pursuant to the Asset Purchase Agreement dated as of the 23rd day of March, 2006, between SARA LEE FOODS, INC. (a Delaware corporation) and MONOGRAM FOOD SOLUTIONS, LLC (a Tennessee limited liability company) and the Assignment thereof dated the 8th day of May, 2006 (the "Purchase Agreement"), this Trademark Assignment (this "Assignment") is executed as of this 8th day of May, 2006, by and between SARA LEE FOODS, INC. (a Delaware corporation) ("Assignor"), delivered to, and in favor of, MONOGRAM MEAT SNACKS, LLC, (a Tennessee limited liability company), ("Assignee"), which is a wholly owned subsidiary of MONOGRAM FOOD SOLUTIONS, LLC ("Parent"). Any capitalized term used but not defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Recitals:

WHEREAS, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor agreed to sell and convey to Assignee and Assignee agreed to purchase and accept the Intellectual Property, including without limitation the trademarks, trademark registrations and trademark applications set forth on Schedule A hereto (the "Marks")

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Marks, including all goodwill associated with the Marks and including all registrations, applications for registrations, renewals and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights, pertaining thereto to the end of the terms for which the said Marks have been or will be granted and any extensions thereof, together with all claims by Assignor for damages by reason of past, present or future infringement of the Marks, with the right to sue for, and collect the same for its own use and benefit.
2. Assignee Acceptance. Assignee hereby accepts the foregoing sale, assignment, transfer and conveyance of Assignor's right, title and interest in and to the Marks.
3. Purchase Agreement. This Assignment is being executed and delivered pursuant to, and shall be construed in accordance with, the Purchase Agreement. The respective rights and obligations of Assignor and Assignee are subject to all of the terms of and the limitations set forth in the Purchase Agreement. The parties hereby agree and acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

4. Documentation and Cooperation. From time to time following the execution and delivery of this Assignment, Assignor will execute and deliver such other instruments of conveyance or transfer, and take such other action as may be reasonably requested to implement more effectively the transactions contemplated by this Assignment.

5. Trademark Registration Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and (to the extent permitted by the Purchase Agreement) their respective successors and assigns.

7. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

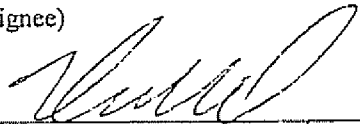
8. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

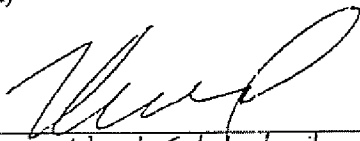
SARA LEE FOODS, INC.
(Assignor)

By: _____
Name:
Title:

MONOGRAM MEAT SNACKS, LLC
(Assignee)

By:  _____
Name: Karl Schiedwitz
Title: Chairman

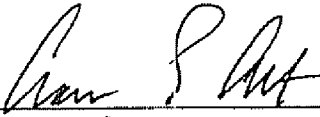
MONOGRAM FOOD SOLUTIONS, LLC
(Parent)

By:  _____
Name: Karl Schiedwitz
Title: Chairman

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SARA LEE FOODS, INC.
(Assignor)

By: 
Name: Aaron E Alt
Title: Vice President and Assistant Secretary

MONOGRAM MEAT SNACKS, LLC
(Assignee)

By: _____
Name:
Title:

MONOGRAM FOOD SOLUTIONS, LLC
(Parent)

By: _____
Name:
Title:

[Signature page to Trademark Assignment]

SCHEDULE A

Registered Marks

COUNTRY	MARK	REG. NUMBER	REG. DATE
U.S.	HAPPY TRAILS	2507104	11/13/01
U.S.	TRAIL'S BEST	1522788	01/31/89
U.S.	TRAILS BEST AND DESIGN	2729238	06/24/03
CANADA	TRAIL'S BEST	576096	02/20/03

Pending Applications for Registration

NONE

Common Law Marks

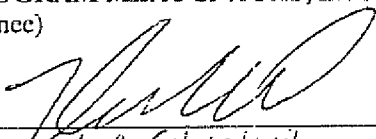
LOOK FOR THE MEAT SNACK WITH THE LUMBERJACK

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

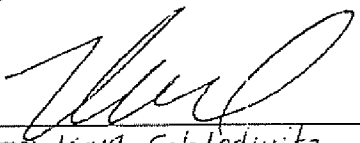
SARA LEE FOODS, INC.
(Assignor)

By: _____
Name:
Title:

MONOGRAM MEAT SNACKS, LLC
(Assignee)

By:  _____
Name: Karl Schledwitz
Title: Chairman


MONOGRAM FOOD SOLUTIONS, LLC
(Parent)

By:  _____
Name: Karl Schledwitz
Title: Chairman

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SARA LEE FOODS, INC.
(Assignor)

By: 
Name: Aaron E. Alt
Title: Vice President and Assistant Secretary

MONOGRAM MEAT SNACKS, LLC
(Assignee)

By: _____
Name:
Title:

MONOGRAM FOOD SOLUTIONS, LLC
(Parent)

By: _____
Name:
Title:

[Signature page to Trademark Assignment]