

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/30/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franklin Connections, LP		10/30/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Franklin Connections, LLC
Street Address:	1800 Northwestern Dr.
City:	El Paso
State/Country:	TEXAS
Postal Code:	79912
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2850257	AZAR
Registration Number:	729815	AZAR
Registration Number:	2046449	HOME RUN
Registration Number:	2981477	SUNRISE
Registration Number:	2954209	POWER SNACKS
Registration Number:	2819427	SNACK A DOODLE
Registration Number:	2955450	CARNIVAL CRUNCH
Registration Number:	3148574	CHEF XPRESS
Registration Number:	3168058	CHEF AZAR
Registration Number:	2590086	HOLIDAY WREATHS
Registration Number:	2586938	HOLIDAY BELLS
Registration Number:	3162960	SUNRISE

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Registration Number:	3149045	SUNRISE
Registration Number:	3162959	SUNRISE CONFECTIONS A DIVISION OF FRANKLIN CONNECTIONS, LP
Registration Number:	2977943	FLAG MINTS
Registration Number:	2228454	PARTY CHOICE
Serial Number:	76567301	CHEF AZAR
Serial Number:	78920847	CARNIVAL CRUNCH
Serial Number:	78920850	POWER SNACKS
Serial Number:	78920865	AMERICA'S AT HOME SNACK SINCE 1914
Serial Number:	78920859	AT HOME IN AMERICA'S KITCHENS SINCE 1914
Serial Number:	76567319	SAVE A MINT

CORRESPONDENCE DATA

Fax Number: (214)978-3099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (214) 978-3000
Email: angela.l.young@bakernet.com
Correspondent Name: Baker & McKenzie LLP
Address Line 1: 2001 Ross Ave., Suite 2300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	24002507.8
NAME OF SUBMITTER:	Heiko E. Burow
Signature:	/Heiko E. Burow/
Date:	01/18/2007

Total Attachments: 5
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TRADEMARK OWNERSHIP TRANSFER

This TRADEMARK OWNERSHIP TRANSFER (this "*Ownership Transfer*") is made as of October 30, 2006 (the "*Effective Date*"), by and between Franklin Connections, LP, a Delaware limited partnership ("*Franklin LP*"), and Franklin Connections-Sunrise, LLC, renamed Franklin Connections, LLC, a Texas limited liability company ("*Franklin LLC*") (each a "*Party*," collectively, the "*Parties*"), and is being entered into pursuant to the Agreement and Plan of Merger, dated as of October 30, 2006 (the "*Merger Agreement*"). Capitalized terms used but not defined herein shall have the meaning set forth in the Merger Agreement.

WHEREAS, in and pursuant to the Merger Agreement, the Parties merged, with Franklin LLC continuing as the surviving company as of the Effective Date (the "*Merger*");

WHEREAS, prior to the Merger, Franklin LP was the owner of all right, title and interest in and to the trademarks and trademark registrations and applications, and, prior to their abandonment, the abandoned trademarks, set forth in *Schedule A* to this Ownership Transfer, and all goodwill associated with any of the foregoing (collectively, the "*Trademarks*");

WHEREAS, as a result of the Merger, as of the Effective Date, Franklin LLC was allocated, and is the sole owner of, all right, title and interest in and to the Trademarks;

WHEREAS, the Parties agreed to executed this Ownership Transfer to document the allocation of ownership of all right, title and interest in and to the Trademarks from Franklin LP to Franklin LLC as a result of the Merger for recordal purposes and to otherwise fulfill the terms of the Merger Agreement;

NOW, THEREFORE, in consideration of the mutual promises under the Merger Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, acknowledge and confirm that, as of the Effective Date, Franklin LLC has acquired, and is the sole owner of, all rights, title and interest in and to the Trademarks, all of them to be held and enjoyed by Franklin LLC, its successors and assigns as of the Effective Date as fully and entirely as the same would have been held and enjoyed by Franklin LP had the Merger not been made.

The Parties agree that, as of the Effective Date, Franklin LLC shall solely and exclusively own and hold all rights, title and interest in and to the Trademarks and any right therein and thereof, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Trademarks, all in Franklin LLC's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights using, utilizing or based on the Trademarks and/or any right thereof. For the avoidance of doubt, Franklin LLC shall solely and exclusively have the right, responsibility and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Trademarks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of any Trademarks, and (iii) obtain, maintain, cancel, or let expire any registration of any Trademarks.

If and to the extent requested by Franklin LLC, the United States Patent and Trademark Office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction, is hereby authorized to record Franklin LLC as the sole and exclusive owner of any application and/or registration

covering the Trademarks, and to issue any registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application and/or registration in the name and for the benefit of Franklin LLC only.

Should any section, or portion thereof, of this Ownership Transfer be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the Parties as set forth herein or the Merger Agreement as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Ownership Transfer shall not otherwise be affected. This Ownership Transfer shall be binding upon and inure to the benefit of Franklin LLC and its successors and assigns. Except to the extent that U.S. federal law (or outside the U.S., any foreign law) preempts state law with respect to the matters covered by this Ownership Transfer, this Ownership Transfer is governed by the laws of the State of Texas, United States of America, without regard to any conflict of laws provisions that may require the application of any other law.

This Ownership Transfer shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by the Merger Agreement, including any and all of its schedules and exhibits, and in the event of any conflict between the Merger Agreement and this Ownership Transfer, the Merger Agreement shall prevail.


The parties may execute this Ownership Transfer in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Ownership Transfer is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission which includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

[Signature page follows]

The Parties have executed and delivered this Ownership Transfer as of the Effective Date.

FRANKLIN LP

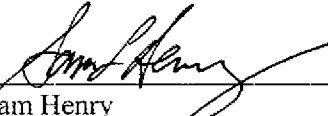
FRANKLIN CONNECTIONS, LP



Sam Henry
Attorney-in-Fact

FRANKLIN LLC

FRANKLIN CONNECTIONS, LLC



Sam Henry
Chief Financial Officer and Manager

SCHEDULE A

Trademarks

Serial No.	Registration No.	Registration Date	Word Mark/Usage*	Expiration Date
76/464,764	2,850,257	6/8/2004	Azar (tree in a box)	6/8/2014
			On nut/see packaging	
72/117,442	729,815	4/10/1962	Azar (word)	4/10/2012
			On nut & sunflower packaging	
74/646,444	2,046,449	3/18/1997	Home Run	3/18/2017
			On nut & sunflower packaging	
76/512,995	2,981,477	8/2/2005	Sunrise (for nut classification)	8/2/2015
			For nut packaging	
76/509,105	2,954,209	5/24/2005	Power Snacks	5/24/2015
			On packaging	
76/508,624	2,819,427	3/2/2004	Snack a Doodle	3/2/2014
			On packaging	
76/543,961	2,955,450	5/24/2005	Carnival Crunch	5/24/2015
			On packaging	
76/567,301	Abandoned	N/A	Chef Azar	N/A
			On nut packaging	
78/740,004	3,148,574	9/26/2006	Chef Xpress	9/26/2016
			On nut packaging	
78/742,328	3,168,058	11/7/2006	Chef Azar with head	11/7/2016
			On nut packaging	
78/920,847	Pending	N/A	Carnival Crunch (logo)	N/A
			On packaging	
78/920,850	Pending	N/A	Power Snacks (logo)	N/A
			On packaging	
78/920,865	Pending	N/A	Azar seal –snacks AMERICA'S AT HOME SNACK SINCE 1914	N/A
			On nut/seed packaging	
78/920,859	Pending	N/A	Azar seal –ingredients AMERICA'S AT HOME SNACK SINCE 1914	N/A
			On nut packaging	
76/259,563	2,590,086	07-02-02	Holiday Wreaths	7/2/2012
			On seasonal candy	
76/259,564	2,586,938	06-25-02	Holiday Bells	6/25/2012
			On seasonal candy	
76/175,575	3,162,960	10-24-06	Sunrise (with large sun design)	10/24/2016
			On seasonal candy	
76/164,373	3,149,045	09-26-06	Sunrise (with small sun design)	9/26/2016
			On everyday & seasonal candy	

76/152,087	3,162,959	10-24-06	Sunrise Confections a Division of Franklin Connections, LP	10/24/2016
			On large bags of everyday candy	
76/569,539	2,977,943	07-26-05	Flag Mints	7/26/2015
			On candy packaging	
			On packaging of nuts and seeds	
76/567,319	Abandoned	N/A	Save a Mint	N/A
75/432,426	2,228,454	11/2/1998	Party Choice	N/A (Registration Cancelled)

* Also used on POS, sell sheets, price lists, websites, etc.