

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/31/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Franklin Connections, LLC		10/31/2006	LIMITED LIABILITY COMPANY: TEXAS

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 14**

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
Serial Number:	76567301	CHEF AZAR
Serial Number:	78920847	CARNIVAL CRUNCH
Serial Number:	78920850	POWER SNACKS

CH \$365.00 2850257

Serial Number:	78920865	AMERICA'S AT HOME SNACK SINCE 1914
Serial Number:	78920859	AT HOME IN AMERICA'S KITCHENS SINCE 1914

**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: 4**  
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source=Trademark Ownership Transfer FC LLC to Azar LLC#page4.tif

## TRADEMARK OWNERSHIP TRANSFER

This TRADEMARK OWNERSHIP TRANSFER (this "*Ownership Transfer*") is made as of October 31, 2006 (the "*Effective Date*"), by and between Franklin Connections, LLC, a Texas limited liability company, successor-in-interest to Franklin Connections, LP ("*Franklin*"), and Azar Nut Company, LLC, a Texas limited liability company ("*Azar*") (each a "*Party*," collectively, the "*Parties*"), and is being entered into pursuant to the Agreement and Plan of Merger, dated as of October 31, 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 both Parties continuing as surviving companies as of the Effective Date (the "*Merger*");

WHEREAS, prior to the Merger, Franklin 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, Azar 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 to Azar 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, (i) Azar 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 Azar, its successors and assigns as of the Effective Date as fully and entirely as the same would have been held and enjoyed by Franklin had the Merger not been made, and (ii) Franklin has no further rights, title, interest, responsibilities, obligations, and liabilities in and to the Trademarks.

The Parties agree that, as of the Effective Date, Azar 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 Azar'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. Franklin shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title or interest in and to any or all of the Trademarks or any right therein or thereof. For the avoidance of doubt, Azar 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 Azar, Franklin hereby authorizes the United States Patent and Trademark Office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction, to record Azar 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 Azar only.

Upon Azar's reasonable request, Franklin shall provide such assistance as is necessary to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of Azar or a third party designated by Azar, for the Trademarks and/or any right therein or thereof, and to otherwise fully effect and implement the provisions in this Ownership Transfer. Azar agrees to reimburse Franklin for any reasonable expense and cost in connection with any such assistance.

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 Franklin and its successors and assigns, and shall be binding upon and inure to the benefit of Azar 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.

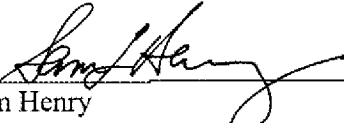
The parties may execute this Ownership Transfer in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Ownership Transfer is effective upon delivery of one executed counterpart from each party to the 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.

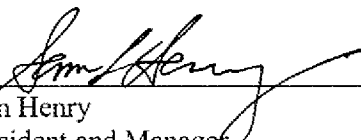
**FRANKLIN**

FRANKLIN CONNECTIONS, LLC

  
\_\_\_\_\_  
Sam Henry  
Chief Financial Officer and Manager

**AZAR**

AZAR NUT COMPANY, LLC

  
\_\_\_\_\_  
Sam Henry  
President 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	<b>Azar (tree in a box)</b> On nut/see packaging	6/8/2014
72/117,442	729,815	4/10/1962	<b>Azar (word)</b> On nut & sunflower packaging	4/10/2012
74/646,444	2,046,449	3/18/1997	<b>Home Run</b> On nut & sunflower packaging	3/18/2017
76/512,995	2,981,477	8/2/2005	<b>Sunrise (for nut classification)</b> For nut packaging	8/2/2015
76/509,105	2,954,209	5/24/2005	<b>Power Snacks</b> On packaging	5/24/2015
76/508,624	2,819,427	3/2/2004	<b>Snack a Doodle</b> On packaging	3/2/2014
76/543,961	2,955,450	5/24/2005	<b>Carnival Crunch</b> On packaging	5/24/2015
76/567,301	Abandoned	N/A	<b>Chef Azar</b> On nut packaging	N/A
78/740,004	3,148,574	9/26/2006	<b>Chef Xpress</b> On nut packaging	9/26/2016
78/742,328	3,168,058	11/7/2006	<b>Chef Azar with head</b> On nut packaging	11/7/2016
78/920,847	Pending	N/A	<b>Carnival Crunch (logo)</b> On packaging	N/A
78/920,850	Pending	N/A	<b>Power Snacks (logo)</b> On packaging	N/A
78/920,865	Pending	N/A	Azar seal --snacks <b>AMERICA'S AT HOME SNACK SINCE 1914</b> On nut/seed packaging	N/A
78/920,859	Pending	N/A	Azar seal --ingredients <b>AMERICA'S AT HOME SNACK SINCE 1914</b> On nut packaging	N/A

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