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
Mintz & Partners Limited in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited		01/10/2007	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Bremner Food Group, Inc.
Street Address:	800 Market Street, Suite 2900
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2715536	BETA BRANDS
Serial Number:	78769508	BETA BRANDS COUNTRY HARVEST
Registration Number:	2788171	BETABRANDS
Registration Number:	2788170	BETABRANDS
Registration Number:	3054888	CHAMPAGNE
Serial Number:	78876267	CHAMPAGNE GIFTS
Registration Number:	1859848	MILLWHEAT
Registration Number:	2957426	MILLWHEAT

CH $215.00 2715536

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-259-2000

Email:	ndcollora@bryancave.com
Correspondent Name:	Lindsay E. Cohen
Address Line 1:	211 North Broadway, Suite 3600
Address Line 4:	St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	C021515/0205865
NAME OF SUBMITTER:	Lindsay E. Cohen
Signature:	/Lindsay E. Cohen/
Date:	02/06/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the **"Assignment"**), effective as of January 10th, 2007 (the **"Effective Date"**), is hereby entered into by and between Mintz & Partners Limited, in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity, having a principal place of business located at 1 Concorde Gate, Suite 200, North York, Ontario M3C 4G4 (**"Assignor"**) and Bremner Food Group, Inc. (formerly named Bremner, Inc.), a Nevada corporation, having a principal place of business located at 800 Market Street, Suite 2900 St. Louis Missouri 63101 (**"Assignee"**).

RECITALS

WHEREAS, prior to the Effective Date, Assignor owned, adopted, and used the trademarks listed in Schedule A in the United States of America and throughout the world, including all applications and registrations therefore, and owned other transferable rights associated with these trademarks, including, but not limited to, the good will of the business associated with said service marks (the **"Trademarks"**); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Trademarks, and all applications, registrations, and common law rights therein;

NOW THEREFORE, in consideration of ten dollars ($10), the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Assignor, for itself and as successor to Beta Brands Incorporated, does hereby assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under said Trademarks, including but not limited to the registrations and applications listed in Schedule A, all other rights associated with the Trademarks, including but not limited to all goodwill associated therewith, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademarks.

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademarks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademarks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

MINTZ & PARTNERS LIMITED, in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity

Per: _____
Name: DANIEL WEISZ
Title: SENIOR VICE PRESIDENT

Authorized Signing Officer

Per: _____
Name:
Title:

Authorized Signing Officer

BREMNER FOOD GROUP, INC.

Per: _____
Name: Charles G. Huber, Jr.
Title:

Authorized Signing Officer

TRADEMARK
REEL: 003476 FRAME: 0058

2. **Miscellaneous**. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademarks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademarks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

MINTZ & PARTNERS LIMITED, in its capacity as interim receiver and receiver of Beta Limitee/Beta Brands Limited and not in its personal capacity

Per: _____
Name:
Title:

Authorized Signing Officer

Per: _____
Name:
Title:

Authorized Signing Officer

BREMNER FOOD GROUP, INC.

Per: _____
Name: Charles G. Huber, Jr.
Title: Secretary

Authorized Signing Officer

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Schedule A

1. Bakery Only Registrations

"Champagne"** (Registration #3,054,888)

"Millwheat" (Registration #1,859,848)

"Millwheat" (Registration #76/262,083)

"Beta Brands" (Registration #2,788,170)

"Beta Brands" (Registration #2,715,536)

"Betabrands" (Registration #2,788,171)

** Replaces expired CHAMPAGNE registration 1662628. Apparently it was never properly renewed in 2001 and therefore was expired. Only recently (2006) marked as expired on USPTO databases. Ownership was also never corrected in USPTO database from Interbake foods.

2. U.S. Trademark Applications

"Champagne Gifts" (Application #78,876,267)

"Beta Brands Country Harvest" (Application #78,769,508)

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