

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
Uncle Waffles, Ltd.		06/19/2007	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	The J. M. Smucker Company
Street Address:	One Strawberry Lane
City:	Orrville
State/Country:	OHIO
Postal Code:	44667-0280
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3127647	
Registration Number:	3001789	READY TO EAT, ALREADY SWEET
Registration Number:	3001761	HAPPINESS THROUGH WAFFLES
Registration Number:	3006573	PJ SNACKENWAFFLES
Registration Number:	3056359	DREAMWAFFLES
Registration Number:	2570521	
Registration Number:	2383716	UNCLE WAFFLES

CORRESPONDENCE DATA

Fax Number: (330)684-3026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 330-684-3383
 Email: kevin.mular@jmsmucker.com
 Correspondent Name: Kevin Mular
 Address Line 1: One Strawberry Lane

OP \$190.00 3127647

Address Line 4: Orrville, OHIO 44667-0280

NAME OF SUBMITTER: Jeannette Knudsen

Signature: /jeannette knudsen/

Date: 08/13/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of June 19, 2007 (the "*Effective Date*"), is made by and between Uncle Waffles, Ltd., an Ohio limited liability company ("*Assignor*"), and The J.M. Smucker Company, an Ohio corporation ("*Assignee*").

WHEREAS, Assignor, J.M. Smucker LLC ("*Buyer*"), Peter Jacobson and, for the limited purposes set forth therein, Assignee, are parties to that certain Asset Purchase Agreement, dated as of June 19, 2006 (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Buyer has agreed to purchase the Acquired Assets as defined in the Purchase Agreement. Unless otherwise expressly provided herein, all capitalized terms used in this Assignment and not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Schedule A or that otherwise constitute Acquired Assets under the Purchase Agreement (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee hereunder.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, together with the goodwill of the business in connection with which the Trademarks are used, and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Trademarks in the Purchase Agreement.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

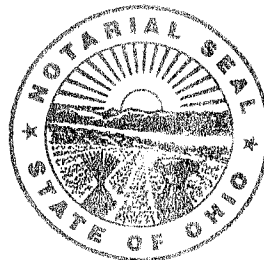
UNCLE WAFFLES, LTD.

By: *Peter Jacobs*
Name: *Peter Jacobs*
Title: *President*

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this *19th* day of June, 2007 before me *Peter Jacobs* known to me to be *President* of Uncle Waffles, Ltd., who acknowledged that he/she signed this instrument as a free act on behalf of Uncle Waffles, Ltd.

Toni Kardamis
Notary Public:
My commission expires:



TONI T. KARDAMIS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Exp. 1/7/09

THE J.M. SMUCKER COMPANY

By: Paul Warstaff

Name: PAUL WARSTAFF

Title: VICE PRESIDENT, FOODSERVICE/
BEVERAGE MARKETS

STATE OF OHIO)
) SS:
COUNTY OF WAYNE)

On this 20 day of July, 2007 personally appeared before me PAUL WARSTAFF, known to me to be VICE PRESIDENT of The J.M. Smucker Company, who acknowledged that he/she signed this instrument as a free act on behalf of The J.M. Smucker Company.

Adam M. Ekonomon

Notary Public:

My commission expires:

ADAM M. EKONOMON, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE A

TRADEMARKS

Mark	App. No.	Reg. No.	Country
[Design]	78386216	3127647	United States
READY TO EAT, ALREADY SWEET	78467768	3001789	United States
HAPPINESS THROUGH WAFFLES	78466989	3001761	United States
PJ SNACKENWAFFLES	78352360	3006573	United States
DREAMWAFFLES	78352352	3056359	United States
[Design]	75421187	2570521	United States
UNCLE WAFFLES	75420668	2383716	United States