

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
Doughmakers, LLC		05/31/2007	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Pebbleware, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	First Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2376754	DOUGHMAKERS
Registration Number:	2580469	ORIGINAL PEBBLE PATTERN
Registration Number:	2355282	DOUGHMAKERS CREATED BY MOMS WHO KNOW BEST!
Registration Number:	3201011	GRANDMA'S TOUCH
Registration Number:	2456213	DOUGHMAKERS

CORRESPONDENCE DATA

Fax Number: (317)636-8027
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 317-636-8000
 Email: ktharp@rbelaw.com
 Correspondent Name: Kevin N. Tharp
 Address Line 1: 141 East Washington Street
 Address Line 2: Fourth Floor
 Address Line 4: Indianapolis, INDIANA 46204

CH \$140.00 2376754

ATTORNEY DOCKET NUMBER:	8301.000
NAME OF SUBMITTER:	Kevin N. Tharp
Signature:	/Kevin N. Tharp/
Date:	01/09/2008
Total Attachments: 4 source=Pebbleware#page1.tif source=Pebbleware#page2.tif source=Pebbleware#page3.tif source=Pebbleware#page4.tif	

**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE and ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into this 31st day of May, 2007 by and between DOUGHMAKERS, LLC, an Indiana limited liability company ("Doughmakers") and REBEL ENTERPRISES, LLC, an Indiana limited liability company ("Rebel"), as debtors in possession, collectively referred to herein as "Seller", on the one hand, and PEBBLEWARE, LLC, a Delaware limited liability company (together with any successor entity or permitted assign, "Purchaser"), on the other hand.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, and by these presents does hereby grant and convey the Assets (as defined in that certain Asset Purchase Agreement, dated as of May 11, 2007, by and among Seller and SPCP Group, LLC, ("SPCP") (as amended, restated, supplemented or otherwise modified, the "Asset Purchase Agreement"), as assigned to Pebbleware, LLC in that certain Assignment and Assumption Agreement dated as of May 15, 2007, by and among SPCP and Purchaser, except for the Owned Real Estate as defined in the Asset Purchase Agreement, unto Purchaser, its successors and assigns to have and to hold the same unto Purchaser and its successors and assigns forever.

Capitalized terms used but not defined herein shall have the same meaning ascribed to such terms in the Asset Purchase Agreement.

The Assets do not include, and the Seller does not intend to sell, grant or convey to Purchaser any of Seller's legal, beneficial, and other right, title or interest in or to, the Excluded Assets or the Owned Real Estate.

FURTHERMORE, that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, Seller hereby assigns all of Seller's right, title and interest in and to, and Purchaser hereby assumes and agrees to pay and otherwise perform when due, the Assumed Liabilities.

The Assumed Liabilities do not include, and Purchaser does not hereby assume, agree to pay or otherwise perform when due the liabilities and obligations under the Excluded Liabilities.

FURTHERMORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement and the Sale Order, Seller hereby assigns, sells and transfers all of Seller's right, title and interest in and to, and Purchaser hereby assumes and agrees to pay and otherwise perform, the Assumed Contracts.

The Assumed Contracts do not include, and Purchaser does not hereby assume, agree to pay or otherwise perform the liabilities and obligations under the Excluded Contracts.

This Agreement is subject to the terms and conditions of the Asset Purchase Agreement, and the representations, agreements and obligations of Seller and Purchaser contained in the Asset Purchase Agreement are incorporated herein by reference and constitute an integral part of this Agreement.

Notwithstanding the foregoing, no provision of this Agreement shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations or any of the obligations of Seller or Purchaser) set forth

in the Asset Purchase Agreement, this Agreement being intended solely to effect the transfer of certain property sold and purchased and the assignment and assumption of certain liabilities pursuant to the Asset Purchase Agreement.

Seller hereby constitutes and appoints Purchaser and its successors and assigns the true and lawful attorney of Seller with full power of substitution, in the name of Purchaser or the name of Seller, on behalf of and for the benefit of Purchaser, (a) to collect all Assets, (b) to endorse, without recourse, checks, notes and other instruments attributable to the Assets, (c) to defend and compromise all actions, suits or proceedings with respect to any of the Assets, (d) to institute and prosecute all proceedings which Purchaser may deem proper in order to collect, assert or enforce any claim, right or title in or to the Assets and (e) to do all such reasonable acts and things with respect to the Assets as Purchaser may deem advisable, subject to the consent of Seller, which consent shall not be unreasonably withheld. Seller agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Seller directly or indirectly by the dissolution of Seller or in any other manner. Purchaser shall retain for its own account any amounts lawfully collected pursuant to the foregoing powers and Seller shall promptly pay to Purchaser any amounts received by Seller after the date hereof with respect to the Assets to which Purchaser may be entitled.

Seller hereby agrees to, and shall cause each of its affiliates or subsidiaries to, take such further actions, execute such further documents, and make such further filings as Purchaser may reasonably request to effect and evidence this Agreement.

This Agreement may be executed in one or more counterparts (including by facsimile transmission), all of which are considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.


THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO CHOICE OF LAWS PRINCIPLES, AND, TO THE EXTENT APPLICABLE, THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Bill of Sale and Assignment and Assumption Agreement this 31st day of May, 2007.

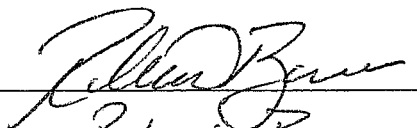
PURCHASER

Pebbleware, LLC

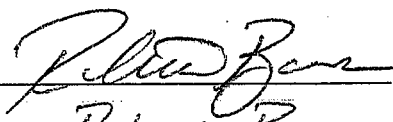
By: 
Printed: Robert Bosser
Title: CRO

SELLER

Doughmakers, LLC

By: 
Printed: Robert Bosser
Title: CRO

Rebel Enterprises, LLC

By: 
Printed: Robert Bosser
Title: CRO

Intellectual Property Detail

Application Ref. #	Trademark	Class	Class detail	Regis #	Regis date	updated: 10/19/06
75/773,904	Doughmakers, Created by Moms who know best! (& design)	21	household or kitchen utensils, cookware and bakeware; namely, cooking pots, metal cooking pans, sauce pans, frying pans, pizza pans, baking sheets, and jelly roll pans	2,355,282	6/6/00	
75/590,069	Doughmakers	21	cookware and bakeware, namely, metal cooking pans, pizza pans, baking sheets, and jelly roll pans	2,376,754	8/15/00	
75/590,070	Original Pebble Pattern	21	cookware and bakeware	2,580,469	6/11/02	
75/744,326	Doughmakers	25	aprons, in Class 25 (linen goods)	2,456,213	5/29/01	
78/530,660	BAKE FOR LIFE	21	bakeware	notice of allowance	3/14/06	Intent to use 1st extension - 6/8/06 office action filed 6/16/06
78/730,184	GRANDMA'S TOUCH	21	bakeware and kitchen accessories	pending		

Canada	Doughmakers (Canadian mark)		cookware and bakeware, namely, metal cooking pans, pizza pans, baking sheets, and jelly roll pans	TMA594,840	11/17/03	
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Patent #1	Vessel with Improved Food Support Surface			6,279,771	8/28/01	
Patent #2	Vessel with Improved Food Support Surface			6,722,522B2	4/20/04	
10/826,642	Vessel with Improved Food Support Surface (filed 4/16/04)			pending	TBA	office action filed 10/5/06

Other Intellectual Property includes the designs of individual Doughmakers bakeware items, plus any proprietary information, know-how, expertise, and the like.