

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
Cole & Parks, LLC		11/30/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	RPCCP, LLC		
Street Address:	One Robert Rich Way		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14213		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78889101	DOUGH NUGGS	
CORRESPONDENCE DATA			
Fax Number:	(716)626-0366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	esimpson@idealawyers.com		
Correspondent Name:	Ellen S. Simpson, Esq.		
Address Line 1:	5555 Main Street		
Address Line 4:	Williamsville, NEW YORK 14221		
ATTORNEY DOCKET NUMBER:	0001.RCHT:576US		
NAME OF SUBMITTER:	Ellen S. Simpson		
Signature:	/Ellen S. Simpson/		
Date:	01/25/2008		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARK AND OTHER INTANGIBLE ASSETS

This Assignment of Trademark and Other Intangible Assets (the "Assignment") is made as of November 30, 2007 by and between **Cole & Parks, LLC, a New York limited liability company** (the "Assignor"), and **RPCCP, LLC**, a New York Limited Liability Company (the "Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), by and between the Assignors and the Assignee. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Agreement.

In exchange for 49 Class-B non-voting units of the Assignee, the Assignor agrees as follows:

1. The Assignor has adopted, used, is using and is the owner of the trademark and trade name set forth in Schedule 1 to this Assignment (hereinafter the "Trademark") and by this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sell, convey, assign, transfer and deliver to the Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances, including any and all liens, and security interests, all the Assignor's right, title and interest in and to the Trademark, including all the common law rights therein, all the trademark registrations for the Trademark, and all the goodwill of the business attached to and symbolized by the Trademark and the registration therefore.

2. By this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances, including any and all liens, and security interests, all the assignors' right, title and interest in and to all of the Assignor's intellectual property and records, research and development, customer lists and customers, consumer sensory tests and products ready for market and in development in whatever form as they exist on the date of this Agreement related solely to production of the products marketed under the Trademark, and any related internet sites and other media rights related thereto, such as DoughNuggs.com, including without limitation, the patent application set forth in Schedule 1.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment, including, but not limited to execution of all oaths, assignments, powers of attorney and other papers related thereto.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Trademark.

This Assignment will be binding on the Assignor and its successors and permitted assigns, and will inure to the benefit of the Assignee and its successors and permitted assigns. Nothing contained in this Agreement will be deemed to amend, supplement or modify any of the rights or obligations of the Assignee or Assignors under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction.

Executed as of the date first written above.

ASSIGNOR:

COLE & PARKS, LLC

By: *Donna Reeves-Collins*
Name: Donna Reeves-Collins
Title: Chief Executive Officer

THE STATE OF NEW YORK §
COUNTY OF MONROE §

The foregoing instrument was acknowledged before me this 8TH day of December, 2007, by Donna Reeves-Collins, the Chief Executive Officer of Cole & Parks, LLC, a New York limited liability company, on behalf of said company.

[SEAL]

Theodore J. Chamberlain
Notary Public in and for the
State of NEW YORK

My Commission Expires:

3/22/2008

THEODORE J. CHAMBERLAIN
Notary Public, State of New York
Ontario County Reg #01CH6107219
Commission Expires 03/22/ 2008

ASSIGNEE:

RPCCP, LLC

By: WEGEL
Name: William E. Grieshaber, Jr.
Title: Manager

THE STATE OF NEW YORK §

COUNTY OF ERIE §

The foregoing instrument was acknowledged before me this 20th day of December, 2007, by William E. Grieshaber, Jr., the Manager of RPCCP, LLC, a New York Limited Liability Company, on behalf of said company.

[SEAL]

Erica B. Rigely
Notary Public in and for
the State of New York

ERICA B. RIGELY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 10/25/ 08

SCHEDULE 1

TRADEMARKS

MARK	OWNER	Jurisdiction	Registration/Serial Number
DoughNuggs®	Cole & Parks, LLC	United States	78889101

PATENT APPLICATIONS

Application Number: **United States patent application # 3222576; Patent
Application Serial Number #11/842,637.**