

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sugar Kake Cookie Inc.		05/06/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1920032	CASCADE COOKIE

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: lindsay.cohen@bryancave.com
 Correspondent Name: Lindsay E. Cohen
 Address Line 1: One Metropolitan Square, Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0205865
NAME OF SUBMITTER:	Lindsay E. Cohen
Signature:	/lec/

Date:

05/07/2008

Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the “**Assignment**”), is hereby entered into by and between Sugar Kake Cookie Inc., a Delaware corporation, having a principal place of business located at 570 Filmore Avenue, Tonawanda, New York 14150 (“**Assignor**”) and Lofthouse Bakery Products, Inc., a Nevada corporation, having a principal place of business located at 800 Market Street, Suite 2900 St. Louis Missouri 63101 (“**Assignee**”).

RECITALS

WHEREAS, on December 1, 2006 (“**Assignment Date**”), Assignor and Assignee assigned all of Assignor’s right, title and interest, in, to and under various assets, including but not limited to, U.S. Trademark Registration No. 1,920,032, along with the accompanying good will of the business associated with said mark, to Assignee as of the Assignment Date

WHEREAS, prior to and as of the Assignment Date, Assignor owned, adopted, and used the trademark listed in Schedule A in the United States of America, including all applications and registrations therefore, all good will associated therewith, and owned other transferable rights associated with this trademark, including, but not limited to, the good will of the business associated with said mark (the “**Trademark**”); and

WHEREAS, Assignor and Assignee desire to confirm the assignment of all right, title, and interest, and all good will associated therewith, in and to the Trademark, and all applications, registrations, and common law rights therein, as of the Assignment Date;

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 does hereby confirm that, as of the Assignment Date, it assigned, and transferred, and does hereby further assign and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America, in, to and under said Trademark, including but not limited to the registrations and applications listed in Schedule A, all other rights associated with the Trademark, including but not limited to all good will 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 Trademark.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its reasonable 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 Trademark, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark pertains and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark.

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

SUGAR KAKE COOKIE INC.

Date MAY 6, 2008

By: L.M. Mullen

Name: L.M. Mullen

Title: Assistant Secretary

LOFTHOUSE BAKERY PRODUCTS, INC.

Date MAY 6, 2007

By: Charles G. Huber, Jr.

Name: Charles G. Huber, Jr.

Title: Secretary

Schedule A

Trademark	Serial No.	Reg. No.	Registration Date	Goods/Services
CASCADE COOKIE®	74/555,120	1,920,032	Sept. 19, 1995	cookies and cookie dough, in Int'l Class 30