

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTHSIDE BAKING CO., INC.		05/30/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	HEARTHSIDE ACQUISITION, LLC		
Street Address:	312 RADER ROAD		
City:	McCOMB		
State/Country:	OHIO		
Postal Code:	45858		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2800150	MAURICE LENELL	
Registration Number:	2802145	MAURICE LENELL	
CORRESPONDENCE DATA			
Fax Number:	(419)247-1777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	419-241-6000		
Email:	adcramer@eastmansmith.com		
Correspondent Name:	EASTMAN & SMITH LTD.		
Address Line 1:	ONE SEAGATE, 24TH FLOOR		
Address Line 2:	KENNETH C. BAKER, ESQ.		
Address Line 4:	TOLEDO, OHIO 43604		
ATTORNEY DOCKET NUMBER:	C288 184597		
NAME OF SUBMITTER:	Kenneth C. Baker, Esq.		
Signature:	/Kenneth C. Baker/		

OP \$65.00 2800150

Date:

06/02/2008

Total Attachments: 3

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "**Instrument**"), dated as of May 30, 2008, is made by **Hearthside Acquisition, LLC**, an Ohio limited liability company ("**Buyer**") and **Hearthside Baking Co., Inc. d/b/a Maurice Lenell Cooky Company**, an Illinois corporation ("**Seller**"), pursuant to, and subject to, the terms of the Asset Purchase Agreement, dated as of May 8, 2008 (as in effect from time to time, the "**Purchase Agreement**") by and between Buyer and Seller and the Agreed Order Confirming Sale of Substantially All of the Assets of the Debtor and Authorizing the Assumption and Assignment of Executory Contract and Related Relief (the "**Order**") entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "**Bankruptcy Court**") on May 21, 2008 in the Seller's Chapter 11 proceeding pending in that Court as Case No. 08-01187. The terms of the Purchase Agreement and Order are incorporated herein by reference, and each capitalized term used and not otherwise defined in this Instrument has the meaning which the Purchase Agreement or Order assigns to that term.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees as follows:

1. Seller hereby irrevocably and unconditionally conveys, assigns, grants, transfers and delivers to the Buyer and its successors and assigns, to its and their own use and benefit forever, and the Buyer hereby accepts, all of Seller's right, title and interest in and to the Sale Property, including, but not limited to, those items of the Sale Property listed on Exhibit A hereto, free and clear of all liens, claims or encumbrances of any kind.

2. Seller hereby irrevocably and unconditionally conveys, assigns, grants, transfers and delivers to the Buyer and its successors and assigns, to its and their own use and benefit forever, and the Buyer hereby accepts, all of Seller's right, title and interest in and to that certain executory contract by and between Seller and the Union of Orthodox Jewish Congregations of America (the "**OU Contract**"), a copy of which is attached as Exhibit B hereto.

3. From time to time after the Closing Date, upon the reasonable request of Buyer, Seller shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment and transfer and take such further action as Buyer may reasonably request in order more effectively to sell, assign, convey, transfer, reduce to possession and record title to Buyer to any of the Sale Property and the OU Contract. Seller agrees to cooperate with Buyer in all reasonable respects to assure to Buyer the continued title to and possession of the Sale Property and rights to the OU Contract in the condition and manner contemplated by the Purchase Agreement.

4. All of the terms and provisions of this Instrument shall be binding upon Seller and its respective successors and assigns and shall inure to the benefit of Buyer and its respective successors and assigns.

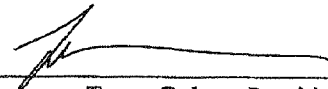
5. To the extent any term or provision herein is inconsistent with the Purchase Agreement or Order, the terms and provisions of the Purchase Agreement or Order, as the case may be, shall control.

6. All issues and questions concerning the construction, validity and interpretation of this Instrument, the Purchase Agreement, and the Order will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. In furtherance of the foregoing, the internal laws of the State of Illinois will control the interpretation and construction of this Instrument, even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. Further, it is expressly acknowledged by the Buyer and Seller that the Bankruptcy Court shall have exclusive jurisdiction to interpret and enforce this Instrument, the Purchase Agreement, and the Order.

7. This Instrument may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment as of the date first above set forth.


 Co.
HEARTHSIDE BAKING COMPANY, INC.
D/B/A MAURICE LENELL COOKY
COMPANY, an Illinois corporation

By: 
 Terry Cohen, President

ACKNOWLEDGED AND ACCEPTED:

HEARTHSIDE ACQUISITION, LLC

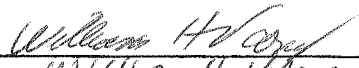
By: 
 Name: WILLIAM H. VINING
 Title: Vice President

EXHIBIT A

Certain Sale Property

1. Those Mandatory Receivables set forth on Exhibit A-1 hereto;
2. That Inventory set forth on Exhibit A-2 hereto;
3. All of Seller's interests in the following trademark registrations filed in the United States Patent and Trademark Office:

<u>Word Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Effective Date</u>
Maurice Lenell	76492602	2800150	12/30/03
Maurice Lenell	76492288	2802145	01/06/04

4. All of Seller's right, title and interest in and to the domain names "www.mauricelenell.com" and "www.mauricelenellcookie.com".