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
BROWNIE PRODUCTS COMPANY		08/29/2008	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	KELLOGG NORTH AMERICA COMPANY
Street Address:	ONE KELLOGG SQUARE, PO BOX 3599
City:	BATTLE CREEK
State/Country:	MICHIGAN
Postal Code:	49016-3599
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3320755	ORCHARD OBSESSION
Registration Number:	3304170	COBBLER OBSESSION
Registration Number:	3269837	HEARTABLE FOODS
Registration Number:	3458998	MUNCHIE OBSESSIONS
Registration Number:	2877853	CINNA MUNCH
Registration Number:	2877852	CINNA MUNCHIES

CH $165.00 3320755

CORRESPONDENCE DATA

Fax Number: (269)961-3276

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 269-961-2170

Email: trademarks@kellogg.com

Correspondent Name: DAVID A HERDMAN

Address Line 1: ONE KELLOGG SQUARE, PO BOX 3599

Address Line 4: BATTLE CREEK, MICHIGAN 49016-3599

ATTORNEY DOCKET NUMBER:	ASSIGNMENT - BROWNIE-KNAC
NAME OF SUBMITTER:	DAVID A HERDMAN
Signature:	/DAVID A HERDMAN/
Date:	09/02/2008

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This assignment made this 29th day of August, 2008, by and among Indybake Products, L.L.C., an Indiana limited liability company ("Indybake Products"), Indybake Properties, L.L.C., an Indiana limited liability company ("Indybake Properties"), Brownie Products Company, a Michigan corporation ("Brownie Products"), Brownie Property, L.L.C., an Illinois limited liability company ("Brownie Property," and, together with Indybake Products, Indybake Properties and Brownie Products, each an "Assignor" and collectively the "Assignors"), and KELLOGG NORTH AMERICA COMPANY, a Delaware corporation having its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016 (hereinafter "Assignee").

WHEREAS, Assignors own the trademarks identified on the attached Schedule A (collectively, hereinafter the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks and all of Assignors' rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignors hereby convey, transfer and assign to Assignee all of Assignors' rights, title and interest in and to the Marks, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignors further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignors agree that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignors shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

This assignment shall bind and inure to Assignee and Assignors and their respective successors and assigns.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

INDYBAKE PRODUCTS, L.L.C.

By: Ronald E Westman

Name: Ronald E. Westman

Title: Manager

STATE OF Indiana)
) ss:
COUNTY OF Vigo)

I hereby certify that on this 27 day of August, 2008, personally appeared Ronald E Westman of Indybake Products, L.L.C., a limited liability company formed under the laws of the State of Indiana, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Beverly H. Crapo

Notary Public

[Signature Page to Trademark Assignment Agreement]

INDYBAKE PROPERTIES, L.L.C.

By: Ronald F Westman

Name: Ronald F Westman

Title: Member

STATE OF Indiana)
) ss:
COUNTY OF Vigo)

I hereby certify that on this 27th day of August, 2008, personally appeared Ronald F Westman Member of Indybake Properties, L.L.C., a limited liability company formed under the laws of the State of Indiana, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Beverly G. Crapo

Notary Public

[Signature Page to Trademark Assignment Agreement]

BROWNIE PRODUCTS COMPANY

By: Ronald F Westman

Name: Ronald F. Westman

Title: President

STATE OF Indiana)
) ss:
COUNTY OF Vigo)

I hereby certify that on this 27th day of August, 2008, personally appeared Ronald F Westman President of Brownie Products Company, a corporation formed under the laws of the State of Michigan, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Beverly H. Crapo

Notary Public

(Signature Page to Trademark Assignment Agreement)

BROWNIE PROPERTY, L.L.C.

By: Ronald F. Westman

Name: Ronald F. Westman

Title: Member

STATE OF Indiana)
) ss:
COUNTY OF Vigo)

I hereby certify that on this 27th day of August, 2008, personally appeared Ronald F. Westman Member of Brownie Property, L.L.C., a limited liability company formed under the laws of the State of Illinois, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Beverly B. Crapo
Notary Public

[Signature Page to Trademark Assignment Agreement]

Acknowledged and Agreed:

KELLOGG NORTH AMERICA COMPANY

By: _____

Name: Gary H. Pilnick
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

CHI:2101975.4

SCHEDULE A

Indybake Products LLC

Mark	Reg. No.
NONE	

Indybake Properties LLC

Mark	Reg. No.
NONE	

Brownie Products Company

Mark	Reg. No.
ORCHARD OBSESSION	3320755
COBBLER OBSESSION	3304170
HEARTABLE FOODS	3269837
MUNCHIE OBSESSIONS	3458998
CINNA MUNCH	2877853
CINNA MUNCHIES	2877852

Brownie Property LLC

Mark	Reg. No.
NONE.	

CHI:2101975.4