

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
Brown Bark II, L.P.		06/24/2008	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	China Doll Rice and Beans, Inc.		
Street Address:	100 Jacintoport Blvd		
Internal Address:	Attn: Harris Morrissette		
City:	Saraland		
State/Country:	ALABAMA		
Postal Code:	36571		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2769051	DIXIE LILY	
Serial Number:	77379463	DIXIELILY	
Serial Number:	77379643	DIXIELILY LIGHT AS AIR WHITE AS SNOW	
CORRESPONDENCE DATA			
Fax Number:	(615)255-4855		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-255-4849		
Email:	probertson@smythepuryear.com		
Correspondent Name:	Philip L. Robertson, Esq.		
Address Line 1:	144 Second Ave. N., Ste 333		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	BB2/CHINA DOLL		
NAME OF SUBMITTER:	Philip L. Robertson		

OP \$90.00 2769051

Signature:

/s/Philip L Robertson

Date:

09/15/2008

Total Attachments: 4

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DIXIE LILY ASSET PURCHASE AGREEMENT

THIS DIXIE LILY ASSET PURCHASE AGREEMENT is made by and between CHINA DOLL RICE AND BEANS, INC., an Alabama Corporation ("China Doll"), and BROWN BARK II, L.P., a Delaware limited partnership ("BB2;" collectively with China Doll, the "Parties")(this "Agreement") effective the date executed below.

WITNESSETH:

WHEREAS, BB2 is the holder of interests in certain trademarks, tradenames, and associated goodwill, formerly owned by Southern Specialty Brands, Inc., a Tennessee corporation ("SSB");

WHEREAS, the Parties are party to a certain Purchase Option and License Agreement dated March 28, 2008 relating to said trademarks, tradenames, and associated goodwill (the "Option Agreement"); and

WHEREAS, China Doll wishes to purchase from BB2 certain of said trademarks, tradenames, and associated goodwill and BB2 wishes to sell the same to China Doll in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the premises, the promises and covenants contained herein, and other considerations private to the Parties, the receipt and sufficiency of all of which is hereby acknowledged, the Parties do enter into this Agreement in accordance with the terms, covenants, and conditions below.

1. **Definitions.** As may be used herein, the following terms shall have the following definitions:

a. "Dixie Lily" shall mean all right, title and interest of BB2 in and to the use and ownership of those certain trademarks and service marks designated "Dixie Lily" previously owned by SSB, whether registered or unregistered, wherever located, including but not limited to United States Trademark Registration No. 2769051 and applications nos. 77379463 and 77379643, in use or abandoned, relating to any goods or services, including any trademark application(s) thereon or related thereto, and trade dress, including logos and designs, and any related copyrights therein, in connection with any such marks and all goodwill accruing thereto, general intangibles arising therefrom, and proceeds thereof.

b. All terms capitalized but not herein defined shall have the meanings ascribed them in the Option Agreement.

2. **Purchase Price.** China Doll will deliver to BB2 upon the execution of this Agreement, good funds equal to [REDACTED] as stipulated in the Option Agreement (the "Purchase Price"), for Dixie Lily less any applicable Option Payments and Royalties relating to Dixie Lily, already received by BB2. To that end, upon the execution of this Agreement by the Parties, Philip L. Robertson will disburse the Escrow Deposit, plus



accrued interest, first to BB2 in an amount equal to the balance of the Purchase Price, second to Philip L. Robertson in the sum of all theretofore unreimbursed reasonably necessary actual out of pocket expenses provided for by section 2 (a) (i) of the Option Agreement, if any, and third, the remaining balance, if any, to China Doll. It is agreed and understood that the receipt of the Purchase Price by BB2 is an express condition precedent to the covenants of BB2 contained herein, including, without limitation, the transfer of its interests in Dixie Lily.

3. **Transfer of Dixie Lily.** BB2 does hereby sell, transfer, assign, and set over to China Doll, and China Doll hereby accepts, all rights, title, and interests of BB2 of any kind or nature, in and to Dixie Lily and all tangible effects bearing Dixie Lily or its likeness, including, but not limited to, packaging, solicitation materials, printing plates, and proofs which may now be or hereafter come to be in the possession of BB2, if any, and provided BB2 shall have no obligation to obtain the same. BB2 further covenants to reasonably cooperate with China Doll to effect this transfer and assignment or its perfection, including executing such other and further documents as may be reasonably necessary to accomplish the same; provided, the Parties hereto expressly agree and acknowledge that BB2 shall have no responsibility or obligation, financially or otherwise, for the oversight, preparation, filing, or recording of any such documents.

4. **Warranty of Title; Limit of Liability.** BB2 warrants good and marketable title to Dixie Lily, as defined by United States Trademark Registration No. 2769051, free and clear of all liens and encumbrances other than those which may be held by BB2. In the event of a breach of this warranty of title, the sole and exclusive remedy available to China Doll shall be rescission of this Agreement and the refund of the Purchase Price which shall be the limit of BB2's liability, monetarily or otherwise. In the event of such rescission, BB2 shall retain any Royalties arising in connection with Dixie Lily or the Dixie Lily License.

5. **Indemnity.** China Doll agrees that it is wholly responsible for any and all products or services manufactured, marketed, or sold by it, including those in connection with or relating to Dixie Lily, and that BB2 shall have no liability for any items, including those in connection with or relating to Dixie Lily, manufactured, marketed, or sold by China Doll, without limitation. China Doll agrees to fully indemnify and hold harmless BB2 from any and all loss, damages, demands, suits, judgments, expense, liability, and claims of any kind or nature arising at any time from China Doll's use of Dixie Lily, including, without limitation, its manufacture, marketing, or sale of products or services in connection with or otherwise relating to Dixie Lily, or otherwise arising in any way from China Doll's use thereof; provided, such indemnity shall not extend to the extent such loss, damages, demands, suits, judgments, expense, liability, and claims arise in connection with claims of trademark and/or trademark infringement due to China Doll's use of Dixie Lily in connection with products in kind and quality previously marketed thereunder in the same geographical local by SSB and in the same or materially similar respective trade dress as so previously marketed thereby. This covenant shall survive the expiration of this Agreement.

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6. **Expenses of the Parties.** China Doll shall be solely responsible for, and shall bear, its own costs and expenses, including, without limitation, purchase financing charges, expenses and fees of legal counsel, accountants, advisors and all others, incurred at any time in connection with the proposed transactions, the negotiation of the terms and conditions contained or to be contained in this Agreement and related ancillary documents, and the consummation of the proposed transactions, and BB2 shall be solely responsible for, and shall bear, any such costs and expenses incurred by BB2.

7. **No Brokers; Third-Party Beneficiaries.** Each Party will indemnify the other Party and hold it harmless from and against all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of the indemnifying Party. The Parties hereby agree and stipulate that there are no intended third-Party beneficiaries to this Agreement, save Philip L. Robertson to the sole and limited extent of section 2 (a)(i) of the Option Agreement, which provisions thereof are hereby incorporated by reference.

8. **Miscellaneous Provisions.** This Agreement shall inure to the benefit of the Parties hereto, their successors, and assigns. Any provision that may be reasonably interpreted to survive the termination or expiration of this Agreement shall survive to the extent required for the full observation and performance of the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee exclusive of any conflict-of-laws rules. Captions are included herein for convenience only, and have no bearing on the interpretation or construction of this Agreement. This Agreement constitutes a fully-integrated contract concerning the subject matter hereof, and all prior representations, negotiations, or understandings are subsumed herein. This Agreement may be modified or amended only by a writing, signed by the Party to be charged. If any provision of this Agreement is held invalid or unenforceable by any tribunal or court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement. Failure by either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such Party's rights to enforce such provisions at a later time. This Agreement may be executed in counterparts, with each and all counterparts constituting one in the same agreement, and the Parties hereby stipulate and agree that a photocopy (including facsimile, pdf., or .tif) shall constitute an original and shall have the same force and effect as an original for all intents and purposes. The signatories to this Agreement hereby acknowledge that they have carefully read this Agreement, and that they are duly authorized, and do by their signature intend, to bind the respective Party hereto for whom they have signed below. The Parties hereto further acknowledge that this Agreement is the product of arms' length negotiations and neither should be construed as the drafter hereof, and that they have each had the opportunity to consult with legal counsel before electing to enter into and execute this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN AGREEMENT HERETO, THE PARTIES HEREUNTO SET THEIR HAND
this 24th day of June, 2008,

CHINA DOLL RICE AND BEANS,
INC.

BY: [Signature]

ITS: Chief Executive Officer

BROWN BARK II, L.P.

BY: [Signature]

ITS: AUTHORIZED SIGNATORY

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