

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
CKE, LLC		12/29/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Continental Mills, Inc.		
Street Address:	18125 Andover Park West		
City:	Tukwila		
State/Country:	WASHINGTON		
Postal Code:	98188		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77315209	BATTER EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	00481-0073		
NAME OF SUBMITTER:	Grace Han Stanton		
Signature:	/Grace Han Stanton/		
Date:	12/31/2008		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS AND DOMAIN NAME

in the subject matter of the following trademark and trademark application:

Application Number	Mark
77/315,209	Batter Express

and the following domain name:

batterexpress.com

in connection with and as part of the transfer of the Batter Express business pursuant to the Equipment Purchase Agreement between Creative Research Management, CKE, LLC and Assignee (defined below) dated December 7, 2008 and Technology License Agreement between CRM IP, LLC and Assignee dated December 7, 2008 ("Related Agreements"). For clarity, the business associated with the above-referenced trademark is transferred to Assignee pursuant to the Related Agreements entered into in connection with this Assignment, and Assignee is the successor to such business by virtue of the Related Agreements.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, an agent for Assignor (defined below) executes this Assignment effective as of December 29, 2008 for and on behalf of the following:

CKE, LLC (henceforth, Assignor)

having a principle place of business or registered address at

2029 E. Harding Way
Stockton, California 95205

Assignor hereby, sells, assigns, and transfers all right, title and interest as Assignor has in the above referenced trademark, trademark application and domain name, including, without limitation, the registration of the domain name and all associated content to

Continental Mills, Inc. (henceforth, Assignee)

having a principle place of business or registered address at

18125 Andover Park West
Tukwila, WA 98188

and its successors and assigns.

Assignor hereby assigns, sells, and transfers to Assignee, the entire right, title, and interest for the United States and all foreign countries, in and to any and all rights to use the domain name described above and trademark described in the above-referenced trademark application in commerce and in connection with any goods and/or services in the United States and all other countries, without limitations, and to all rights of priority resulting from the filing of such trademark application or registration of such domain name, and to any goodwill associated with such trademark and domain name, and to any income, profits, royalties, or damages arising from past, present, or future infringement or misappropriation of such trademark or domain name.

Assignor further assigns to Assignee the right to bring or maintain suit at law and equity against past, present, or future infringement or misappropriation of any trademarks that may be registered in conjunction with the above-referenced application, and the right to retain for the benefit of Assignee all income, royalties, damages, or settlements arising from any such infringement or misappropriation.

Assignor agrees that when requested, without charge to, but at the expense of, Assignee, its successors, assigns, and legal representatives, it will carry out in good faith the intent and purpose of this Assignment, including generally assisting Assignee, its successors, assigns, or representatives in maintaining such trademark and domain name and for vesting title and rights to the subject matter of the trademark application referenced above in Assignee, its successors, assigns, and legal representatives, including executing all rightful oaths, assignments, powers of attorney, and other papers necessary to obtain and/or maintain such trademarks and domain name and transfer and vest right, title, and interest therein to Assignee.

Assignor further agrees to promptly change the registered owner of the domain name set forth above into Assignee or its designee and Assignee agrees to accept the change of the registered owner of the domain name. Assignee further agrees that it shall pay any and all registration fees for maintenance of the domain name after the date of this Assignment.

Assignor does covenant, declare, warrant and affirm to Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, security interest, lien, encumbrance, claim or other agreement or encumbrance affecting the rights and property herein conveyed has been made to any third party and that the trademark application, trademark and domain name are assigned free and clear of such encumbrances. Assignor warrants that the trademark application and domain name registration are in good standing, that the above-referenced trademark application has been properly assigned from Batter Express, LLC to Assignor and all filing, registration and maintenance fees with respect thereto have been timely paid.

Dec 29 08 01:21p

Cheryl & Keri Ellis

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ASSIGNOR:



Print Name: KENNETH W. ELLIS
Its: MANAGING MEMBER

ASSIGNEE:

Print Name: _____
Its: _____

{signature page to Assignment of Trademark Rights and Domain Name}