

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
HEARTHSIDE ACQUISITION, LLC		01/14/2009	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	CONSOLIDATED BISCUIT CO.		
Street Address:	312 RADER ROAD		
City:	MCCOMB		
State/Country:	OHIO		
Postal Code:	45858		
Entity Type:	CORPORATION: 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 FLR.		
Address Line 2:	HENRY N. HEUERMAN		
Address Line 4:	TOLEDO, OHIO 43604		
ATTORNEY DOCKET NUMBER:	C288 184597		
NAME OF SUBMITTER:	Henry N. Heuerman		
Signature:	/Henry N. Heuerman/		

OP \$65.00 2800150

Date:

01/23/2009

Total Attachments: 4

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT dated as of January 14, 2009, is made by Consolidated Biscuit Co., an Ohio corporation ("Purchaser") and Hearthside Acquisition, LLC, an Ohio limited liability company ("Seller"), pursuant to and in connection with the Purchaser's acquisition of substantially all of Seller's assets, including but not limited to, the "Sale Property" acquired by the Seller pursuant to the terms of the Asset Purchase Agreement dated as of May 8, 2008 by and between the Seller and Hearthside Baking Company, Inc. d/b/a Maurice Lenell Cooky Company and the agreed Order Confirming Sale entered by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, on May 21, 2008 in the Chapter 11 proceeding of Hearthside Baking Company, Inc. d/b/a Maurice Lenell Cooky Company, being Case No. 08-01187 (the "Purchased Assets").

NOW, THEREFORE, 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 Purchaser and its successors and assigns, to its and their own use and benefit forever, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the Purchased Assets, including, but not limited to, those items of the Purchased Assets listed on Exhibit A hereto, free and clear of all liens, claims or encumbrances of any kind.

2. From time to time, upon the reasonable request of the Purchaser, 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 Purchaser may reasonably request in order to more effectively sell, assign, convey, transfer, reduce to possession and record title to Purchaser to any of the Purchased Assets.

3. It is hereby acknowledged by Seller that Purchaser is not assuming or acquiring any of Seller's liabilities and no such liabilities are hereby transferred pursuant to this Bill of Sale and Assignment.

4. All of the terms and provisions of this Bill of Sale and Assignment shall be binding upon Seller and its respective successors and assigns and shall inure to the benefit of the Purchaser and its respective successors and assigns.

5. This Bill of Sale and Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

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

Seller:

HEARTHSIDE ACQUISITION, LLC.

By: William H. Vane
(Name) William H. Vane
Title: Vice President

Accepted and Agreed:

CONSOLIDATED BISCUIT CO.

By: William H. Vane
(Name) William H. Vane
Title: Vice President

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EXHIBIT A

Purchased Assets

- A. All inventory, including, without limitation, raw materials, work-in-process, finished goods, packing and shipping materials, supplies, promotional materials, service parts, inventory in transit to Seller, prepaid inventory and inventory held on consignment.
- B. All machinery, equipment, tools, tooling, jigs, dyes, parts, accessories, furniture, fixtures, computers, office equipment, furnishings, signage, displays, display equipment, shelving, storage equipment, conveyor equipment, telephone and fax equipment and systems, supplies and other tangible personal property located at 4474 N. Harlem Avenue, Norridge, IL 60706 and pertaining to Seller's business, together with all unexpired warranties of manufacturers, vendors or other third parties, if any.
- C. All vehicles, if any, owned and used in connection with Seller's business.
- D. All books, records and documents pertaining to Seller's business, including, without limitation, customer files and information (including active, inactive and prospective customers), lists and sales records, suppliers' files, lists and records; product literature, computer software and data bases owned by Seller; source codes, records of salesmen's commissions or other compensation, management information systems, warehouse management systems and employee records.
- E. All intangible assets or intellectual property pertaining to Seller's business, including, without limitation, all patents, artwork, trademarks, trade names, service marks, designs, drawings, formulas, copyrights, technical knowhow, sales techniques, rights to use licensed software, and all applications and renewal rights for, and all other rights associated with all of the foregoing; all of Seller's right, title and interest in and to the name "Maurice Lenell Cooky Company" and any variance or usage thereof; the rights to use all telephone and fax numbers used by Seller; the goodwill associated with the business; and any and all other proprietary information, intangible or intellectual property pertaining to the business and belonging to or registered in the name of the Seller, which specifically includes the following:

All of Seller's interest, including goodwill, 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

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

- G. All current and pending estimates, open orders, customer contracts, purchase orders to Seller from its customers which are outstanding as of the date hereof.
- H. All permits, licenses and approvals to the extent they are assignable.
- I. All transferable prepaid expenses and deposits arising in connection with Seller's business, including, without limitation, all security and vendor deposits, if any.