

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Archway Bakeries LLC		02/16/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chattanooga Bakery, Inc.		
<b>Street Address:</b>	175 Hamm Road		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37405		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0834843	SCOOTER PIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)752-9548		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	423 209-4103		
<b>Email:</b>	mjohnson@bakerdonelson.com, echomyn@bakerdonelson.com		
<b>Correspondent Name:</b>	Micheline Kelly Johnson		
<b>Address Line 1:</b>	633 Chestnut Street		
<b>Address Line 2:</b>	1800 Republic Centre		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37450-1800		
<b>ATTORNEY DOCKET NUMBER:</b>	2904880-000001		
<b>NAME OF SUBMITTER:</b>	Micheline Kelly Johnson		
<b>Signature:</b>	/micheline kelly johnson/		

OP \$40.00 0834843

Date:

02/20/2009

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the “**Assignment**”) effective the 16th day of February, 2009, is made by Archway Bakeries LLC, a North Carolina limited liability company (“**Assignor**”) in exchange for the Consideration (as defined below) to Chattanooga Bakery, Inc., a Tennessee corporation (“**Assignee**”).

Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor’s rights, title and interests in, to and under the Assignor’s registered trademark, SCOOTER PIE, serial number 72-203529 (the “**Mark**”), together with the goodwill of the business symbolized thereby in connection with the goods on which the Mark is issued, in exchange for cash consideration in the amount of forty thousand dollars (\$40,000) (the “**Consideration**”).

In exchange for the Consideration, the Assignor does hereby transfer and assign to the Assignee all of the Assignor’s rights, title and interests in, to and under the Mark, together with the translations, adaptations, derivations and combinations thereof, and any and all renewals and extensions thereof that may hereafter be secured, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.


The Assignor represents and warrants that at the time of the execution of this Assignment, Assignor owns all right, title, and interest in the Mark and no share, interest, Assignment, or other right to the Mark has been transferred, assigned, or granted to any other party. Assignor shall have no liability for any breach of the representations and warranties contained in the immediately preceding sentence in excess of forty thousand dollars (\$40,000).

The Assignor covenants that it will execute all documents, papers, forms, and authorizations and take such other actions that may be reasonably necessary and provide reasonable assistance to Assignee for securing, completing, or vesting in the Assignee full right, title, and interest in the Mark.

The Assignor and the Assignee have caused their respective duly authorized officers to execute this Assignment as of the 16th day of February, 2009.


**“ASSIGNOR”**

**ARCHWAY BAKERIES LLC**

By:   
Printed Name: rick d. ROCKETT  
Title: EVP CFO  
Date: 2/17/09

**“ASSIGNEE”**

**CHATTANOOGA BAKERY, INC.**

By:   
Printed Name: SAMUEL H CAMPBELL, IV  
Title: PRESIDENT  
Date: 2/18/09

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

On this 17<sup>th</sup> day of February, 2009, before, Lucretia Scott-Matthews, personally appeared Rick D. Puckett of Archway Bakeries LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal,



Lucretia Scott-Matthews  
Notary Public

My Commission Expires: 10/23/2010

STATE OF TENNESSEE )

COUNTY OF HAMILTON )

On this 18<sup>th</sup> day of February, 2009, before, Mitzie H. Penney, personally appeared Samuel H. Campbell, IV of Chattanooga Bakeries, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Mitzie H. Penney  
Notary Public

My Commission Expires: 4/2/2012

