

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
Pan-O-Gold Baking Co.		05/15/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Flowers Foods, Inc.		
Street Address:	1919 Flowers Circle		
City:	Thomasville		
State/Country:	GEORGIA		
Postal Code:	31757-1137		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1332467	NATURE'S GRAIN	
Registration Number:	1184042	NATURE'S WHEAT	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	abounds@kilpatrickstockton.com		
Correspondent Name:	Alicia Grahm Jones		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4530		
ATTORNEY DOCKET NUMBER:	F1001-378135		
NAME OF SUBMITTER:	Alicia Grahm Jones		
Signature:	/agj/		

OP \$65.00 1332467

Date:

06/04/2009

Total Attachments: 3

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NATURE'S GRAIN AND NATURE'S WHEAT

TRADEMARK ASSIGNMENT AGREEMENT AND LICENSE

In exchange for the payment of Ten Dollars (\$10.00) to Pan-O-Gold Baking Co. ("Pan-O-Gold") by Flowers Foods, Inc. ("Flowers") and for the other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. **Assignment.**

(a) Pan-O-Gold hereby conveys, transfers, assigns and delivers to Flowers all of Pan-O-Gold's right, title and interest in and to, and associated goodwill in, the trademarks NATURE'S GRAIN and NATURE'S WHEAT (including both the word marks and all design marks incorporating the word marks with any logos, pictures, designs, etc.) (collectively, hereinafter, the "Marks"), as well as all right, title and interest in and to U.S. Registration Nos. 1,332,467 and 1,184,042 for Flowers' own use and enjoyment, and for the use and enjoyment of Flowers' successors and assigns, as fully and entirely as the same would have been held and enjoyed by Pan-O-Gold if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for and collect the same for Flowers' own use and enjoyment and for the use and enjoyment of its successors or assigns and any other rights, privileges, claims and causes of action relating or pertaining to the Marks free and clear of all claims and liens.

(b) Pan-O-Gold shall, without further consideration, comply with any reasonable request by Flowers to execute and deliver promptly any additional documents as may be necessary in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to this agreement to correct any inaccuracies or misstatements herein; any other documents necessary to further clarify or confirm this assignment and conveyance of the Marks; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Marks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including without limitation, testifying as to any facts relating to the Marks and this agreement; and (c) obtaining any additional trademark protection for the Marks that Flowers reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Flowers' cost and expense.

Section 2. **License.**

(a) **Grant.** Flowers hereby grants Pan-O-Gold an exclusive, royalty-free license (hereinafter, the "License") to use the Marks on Pan-O-Gold's fresh bread and bakery products

(the "Products"). Pan-O-Gold shall have the right to assign this License for one or both of the Marks (such assignees of this License, if any, hereinafter referred to as "Assignees"), and any such assignment shall be subject to the terms and conditions set forth in this Agreement.

(b) **Infringement.** Flowers shall be exclusively responsible for any and all costs incurred in procuring and maintaining any and all applications for registration of any of the Marks and Flowers shall retain the right to exclusively determine and elect which of the Marks, if any, will be the subject of applications for registration. Flowers shall have the exclusive right to enforce and/or defend any rights pertaining to the Marks; provided that in the event Pan-O-Gold or its Assignees specifically ask Flowers to enforce or defend the Marks against a particular perceived infringement, Flowers shall take appropriate action to protect the Marks if Flowers determines that such action is reasonable and necessary. Flowers will bear all costs pertaining to enforcement and/or defense of the Marks, but Pan-O-Gold and its Assignees shall fully cooperate with Flowers in the enforcement and/or defense of the Marks. Flowers retains the right to settle and compromise any claims and/or disputes with any third party pertaining to any rights relating in any way to the Marks and shall retain for itself any royalty or other compensation or award for damages and other recovery resulting from any such settlement or compromise.

(c) **Expansion of Products.** In the event that Pan-O-Gold or its Assignees should desire to use the Marks on other food products than fresh bread and bakery products, Pan-O-Gold shall notify Flowers immediately of such intended use. If the Marks are available for use on such products, this License shall be expanded to include use on such goods. All goodwill associated with the Marks resulting from such use shall inure to the benefit of Flowers. Pan-O-Gold or its Assignees shall cooperate fully with Flowers in executing and delivering proper documentation to support any petition by Flowers to expand its registration of the Mark to reflect the new and/or additional use of the Mark by Pan-O-Gold or its Assignees.

(d) **Quality Control.** Pan-O-Gold and its Assignees agree that the Products (1) will be of high quality and in a condition materially consistent with the standard of quality of products offered by Pan-O-Gold under the Marks as of the date of this agreement, (2) will comply with all applicable FDA and other regulations, (3) will be of merchantable condition when sold to consumers. Pan-O-Gold further agrees that use of the Marks will be consistent with the high standards, quality, style and image currently associated with the Marks and agrees to use the Marks in a manner which will protect Flowers' rights and goodwill therein, to comply with all laws and regulations, to use notices requested by Flowers and to execute additional agreements or recordings requested by Flowers or to preserve its rights. In the event Flowers has reasonable objections to the use of the Marks and/or the quality and nature of the Products, Pan-O-Gold and its Assignees shall take all necessary steps to cure the reasons for such objections within fifteen (15) days of its receipt of written notice from Flowers.

(e) **Term.** Subject to the compliance by Pan-O-Gold and its Assignees with these provisions, the license term shall be perpetual or until Pan-O-Gold or its Assignees cease use of the Marks in connection with the Products, whichever occurs first, if at all.

Section 3: **Miscellaneous.**

(a) Pan-O-Gold and Flowers agree that they are independent of one another and that nothing contained in this Agreement shall be construed as creating a joint venture or partnership between the parties.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto.

(c) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

(d) This Agreement shall be construed and enforced in accordance with the internal laws of the state of Georgia without giving effect to rules governing the conflict of laws.

(e) The undersigned parties represent and warrant that each signatory to this Agreement is duly authorized to sign for the purpose and in the capacity in which she or he purports to sign.

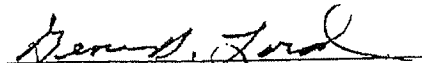
(f) Without limiting any of the foregoing provisions of this Agreement, the parties hereto shall cooperate with each other and execute, acknowledge, and deliver to each other such further and additional documents as may reasonably be required to effect and evidence the terms of this Agreement.

(g) This Agreement contains the complete agreement of the parties, and supersedes any and all prior agreements relating to the subject of this Agreement, and may not be modified or amended unless in a writing signed by both parties.

Agreed to and accepted this 15th day of May, 2009.

FLOWERS FOODS, INC.

PAN-O-GOLD BAKING CO.


Gene D. Lord
Executive Vice President and COO


Howard R. Alton III
President and CEO

*[Signature page to Nature's Grain and Nature's Wheat
Trademark Assignment and License Agreement]*