

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
Stella D'Oro Biscuit Co., Inc.		10/13/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Lance, Inc.
Street Address:	13024 Ballantyne Corp. Pl., Ste. 900
Internal Address:	Attn: Legal Dept.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28277
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1550372	ANGEL WINGS
Registration Number:	0689187	ANGELICA GOODIES
Registration Number:	0689185	ANGINETTI
Registration Number:	1602649	ANISETTE SPONGE
Registration Number:	1602651	ANISETTE TOAST
Registration Number:	1585950	BREAKFAST TREATS
Registration Number:	1518175	CASTELETS
Registration Number:	3342259	COFFEE TREATS
Registration Number:	1177518	COMO DELIGHT
Registration Number:	0686411	EGG JUMBO
Registration Number:	1540736	GOLDEN BARS
Registration Number:	1911636	HOLIDAY TRINKETS
Registration Number:	2105401	LADY STELLA

OP \$565.00 1550372

Registration Number:	1528510	MARGHERITE
Registration Number:	1531110	REGINA
Registration Number:	1533507	ROMAN EGG BISCUITS
Registration Number:	1532265	ROYAL NUGGETS
Registration Number:	2904812	
Registration Number:	1963211	SD
Registration Number:	2180713	STELLA D'ORO
Registration Number:	3092963	STELLA D'ORO
Registration Number:	1557067	SWISS FUDGE

CORRESPONDENCE DATA

Fax Number: (704)557-8197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-557-8143
Email: eschuth@lance.com
Correspondent Name: Edward H. Schuth
Address Line 1: 13024 Ballantyne Corp. Pl., Ste. 900
Address Line 2: Attn: Legal Dept.
Address Line 4: Charlotte, NORTH CAROLINA 28277

ATTORNEY DOCKET NUMBER:	STELLA/LANCE, INC. ASSIGN
NAME OF SUBMITTER:	Edward H. Schuth
Signature:	/Edward H. Schuth/
Date:	10/13/2009

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (the "Assignment") effective the 13th day of October, 2009, is made by Stella D'Oro Biscuit Co., Inc., a New York corporation ("Assignor") to Lance, Inc., a North Carolina corporation ("Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated September 8, 2009, to which the parties hereto are each a party (the "Purchase Agreement").

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 worldwide rights, title and interests in, to and under the Assignor's (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations and combinations thereof and including goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including each of the service marks and trademarks listed on Schedule A annexed hereto and incorporated herein by reference; (c) copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (d) mask works and applications, registrations and renewals in connection therewith; (e) trade secrets and Confidential Information including but not limited to recipes, formulae, processes, methods, concepts, and similar trade secrets or confidential information related to the research, development, manufacture, marketing, advertising, sale or distribution of food products; (f) computer software used in or necessary for the operation of the Purchased Assets, in object and source code format (including data and related documentation) (other than off-the-shelf software and general office software applications); (g) plans, drawings, architectural plans and specifications; (h) websites, including all URLs, domain names, domain registrations, email addresses and phone numbers; (i) other proprietary rights; and (j) copies and tangible embodiments and expressions thereof (in whatever form or medium), all improvements and modifications thereto and derivative works thereof (all collectively, the "Intellectual Property").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer and assign to the Assignee all of the Assignor's worldwide rights, title and interests in, to and under the Intellectual Property, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement and any and all renewals and extensions thereof that may hereafter be secured, 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.

Executed this 13th day of October, 2009.

"ASSIGNOR"

STELLA D'ORO BISCUIT CO., INC.

By: *Michèle J. Abo*
Printed Name: MICHELE J ABO
Title: PRESIDENT

"ASSIGNEE"

LANCE, INC.

By: _____
Printed Name: _____
Title: _____

STATE OF NEW YORK

COUNTY OF BRONX

On this 8TH day of OCTOBER, 2009, before, LYNNE ACCOMANDO personally appeared MICHELE J. ABO of Stella D'Oro Biscuit Co., 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.

Lynne R. Accomando
Notary Public

LYNNE R. ACCOMANDO
Notary Public, State of New York
No. 4806270
Qualified in Westchester County
Commission Expires July 31, 2010

My Commission Expires: JULY 31, 2010

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby transfer and assign to the Assignee all of the Assignor's worldwide rights, title and interests in, to and under the Intellectual Property, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement and any and all renewals and extensions thereof that may hereafter be secured, 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.

Executed this 13th day of October, 2009.


"ASSIGNOR"

STELLA D'ORO BISCUIT CO., INC.

By: _____
Printed Name: _____
Title: _____

"ASSIGNEE"

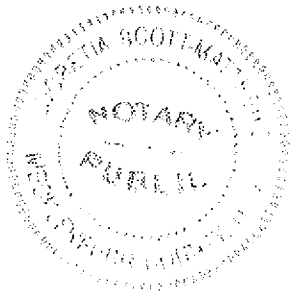
LANCE, INC.

By: 
Printed Name: Rick D. Puckett
Title: Executive Vice President & CFO

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

On this 13th day of October, 2009, before, Lucretia Scott-Matthews, personally appeared Rick D. Puckett of Lance, 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.





Lucretia Scott-Matthews
Notary Public

My Commission Expires: October 23, 2010

SCHEDULE A

See attached.

#	MARK	Country	Goods/Class	App/Reg No.	Reg Date	Next Action Due/Notes
1	ANGEL WINGS	US	Cookies, in Class 30	73/723,064 1,550,372	08/01/1989	Renewal due: 08/01/2009
2	ANGELICA GOODIES	US	Cookies or Biscuits, in Class 30	72/052,440 689,187	12/01/1959	Renewal due: 12/01/2009
3	ANGINETTI	US	Cookies or Biscuits, in Class 30	72/052,438 689,185	12/01/1959	Renewal due: 12/01/2009
4	ANISETTE SPONGE	US	Baked goods, namely cookies, in Class 30	73/837,911 1,602,649	06/19/1990	Renewal due: 06/26/2009
5	ANISETTE TOAST	US	Baked goods, namely cookies, in Class 30	73/838,510 1,602,651	06/19/1990	Renewal due: June 10, 2009
6	BREAKFAST TREATS	US	Cookies, in Class 30	73/743,991 1,585,950	03/06/1990	Renewal due: 03/06/2010
7	CASTELETS	US	Baked goods, namely cookies, in Class 30	73/709,376 1,518,175	12/27/1988	Renewal due: 12/27/2008 Registration cancelled
8	COFFEE TREATS	US	Cookies, in Class 30	77/024,272 3,342,259	11/20/2007	Renewal due: 11/20/2017
9	como delight	US	Soft cookies, in Class 30	73/260,732 1,177,518	11/10/1981	Renewal due: 11/10/2011

10	EGG JUMBO	US	Cookies or Biscuits, in Class 30	72/051,148 686,411	10/06/1959	Renewal due: 10/06/2009
11	GOLDEN BARS*	US	Cookies, in Class 30	73/744,288 1,540,736	05/23/1989	Renewal due: 11/23/2009
12	HOLIDAY TRINKETS	US	Cookies, in Class 30	74/540,480 1,911,636	08/15/1995	Renewal due: 08/15/2015
13	LADY STELLA	US	Cookies, in Class 30	75/183,271 2,105,401	10/14/1997	Renewal due: 10/14/2017
14	MARGHERITE	US	Cookies, in Class 30	73/443,966 1,528,510	03/07/1989	Renewal due: 03/07/2019
15	REGINA	US	Cookies, in Class 30	73/744,294 1,531,110	03/21/1989	Renewal due: 03/21/2019
16	ROMAN EGG BISCUITS	US	Cookies, in Class 30	73/744,464 1,533,507	04/04/1989	Renewal due: 04/04/2019
17	ROYAL NUGGETS*	US	Cookies in Class 30	73/744,085 1,532,265	03/28/1989	Renewal due 09/28/2009
18		US	Baked goods, namely cookies, in Class 30	78/251,384 2,904,812	11/23/2004	Renewal due: 11/23/2014
19		US	Biscuits, cookies, and breadsticks, in Class 30	74/653,319 1,963,211	03/19/1996	Renewal due: 03/19/2016

* not currently in use and Seller has not renewed.

20	STELLA D'ORO	US	Baked goods, namely, biscuits, cookies, and breadsticks, in Class 30	75/347,268 2,180,713	08/11/1998	Renewal due: 08/11/2018
21	<i>Stella Doro</i>	US	Baked goods, namely, biscuits, cookies, and breadsticks, in Class 30	78/635,652 3,092,963	05/16/2006	Renewal due: 05/16/2016
22	SWISS FUDGE	US	Cookies, in Class 30	73/744,309 1,557,067	09/19/1989	Renewal due: 09/19/2009