TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Collateral Agent		03/17/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Southern Bakeries, LLC
Street Address:	7597 East U.S. Highway 36
City:	Avon
State/Country:	INDIANA
Postal Code:	46123
Entity Type:	LTD LIAB JT ST CO: INDIANA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1754677	TASTY N' CRUSTY
Registration Number:	2590058	FRUIT & NUTS MEDLEY

CORRESPONDENCE DATA

Fax Number: (317)223-0276
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: TRADEMARK@BOSELAW.COM
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Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	16788-0001
NAME OF SUBMITTER:	Megan M. Mulford
Signature:	/Megan M. Mulford/

OP $65.00 1754677

Date:	12/21/2009

Total Attachments: 7
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IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
TEXARKANA DIVISION

IN RE:	**MEYER'S BAKERIES, INC.** **Debtor**	**CASE NO. 4:05-bk-70837** **(Chapter 11)**
	Jointly Administered with MCC Transportation Company, Inc.	

ORDER APPROVING SALE PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

Before the Court is the motion of Meyer's Bakeries, Inc. ("MBI") and its subsidiary, MCC Transportation Company, Inc., ("MCC") (collectively, "Meyer's" or the "Debtors") for approval of the sale of Debtors' Hope, Arkansas and Wichita, Kansas facilities pursuant to 11 U.S.C. §363 and to assume and assign certain executory contracts related thereto [Docket Item 23]. The only objection to the Motion was the opposition to assumption and assignment of executory contract filed by Sun-Maid Growers of California ("Sun-Maid")[Docket Item 125] objecting to the assumption and assignment of the Sun-Maid License Agreement for Bagels and Sun-Maid License Agreement for Fresh Raisin EnglishMuffins (the "Licenses"). The Court has reviewed the Motion and other matters before the Court. Upon the agreement of the parties, the Licenses will not be assumed and assigned. The Court has determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. Notice of the Motion was good and

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sufficient under the particular circumstances and that no other or further notice need be given. For good cause it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

2. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b)(2)(A), (N) and (O). Venue of this proceeding and the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Due and proper notice of the Motion has been given and no further notice is required.

4. The Debtors have demonstrated that (1) there exists an articulated business justification for sale of the assets; (2) the purchaser has acted in good faith in the course of the sale, *i.e.*, no fraud, collusion or any attempt to take unfair advantage of other bidders; (3) the purchase price is fair and reasonable; (4) the sale is in the best interests of the estate; and (5) the value of the assets will substantially diminish if not immediately sold as a going concern. Therefore, the sale of the Assets set forth in the attached Agreement to Purchase Assets (the "APA") between the Debtor and Southern Bakeries, LLC ("Purchaser") is in the best interest of the estate and should be approved.

5. The Assets shall be sold to Purchaser free and clear of all liens, encumbrances and interests (except for the interests that are assumed liabilities), with such interests to attach to the proceeds of the sale with the same validity, priority, and perfection as existed immediately prior to such sale. Except for liabilities expressly

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assumed under the APA, the Purchaser shall not be liable for any liens or claims against the Debtor, and the Purchaser shall have no successor or vicarious liability of any kind or character with respect to the Debtors, whether known or unknown, whether now or hereafter arising, and whether fixed or contingent.

6. The APA is an intensely-negotiated, arm's-length transaction, in which the Debtors and Purchaser at all times have acted in good faith. The proposed sale is the product of arm's-length, good-faith negotiations, in which the Debtors bargained for the maximum possible purchase price for the Assets. Purchaser is not related to the Debtors and is not and insider of the Debtors. The negotiations involved substantial time and energy by the parties. The sale is entitled to all of the protection of Section 363(m) of the Bankruptcy Code.

7. The terms of this Order and the transactions contemplated by the APA shall not be affected by (i) any plan of reorganization or liquidation that is confirmed by the Court in this case, (ii) any other order entered by the Court in this case, (iii) the sale, assignment, transfer or other disposition of any other assets of the Debtors, (iv) any compromises or settlements with other parties in interest, and/or (v) the conversion or dismissal of the Debtors' chapter 11 cases, nor shall such events otherwise deprive the Purchaser of the benefits and protections intended to be conferred thereon by this Order and the APA.

8. The terms and provisions of this Order and the APA shall be binding in all respects upon, and shall inure to the benefit of, the Purchaser, the Debtors, the Debtors' estates and creditors, and any affected third parties including, but not limited

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to, all persons asserting any liens or claims against or in any of the Assets, notwithstanding any subsequent appointment of any trustee(s) in these cases under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding in all respects.

9. Subject to the provisions of this Order, if any person or entity that has filed financing statements or other documents evidencing liens or claims against any of the Assets does not deliver to the Debtor or the Purchaser prior to the closing date, in proper form for filing and executed by the appropriate parties, termination statements, releases of liens, and/or any other documents necessary for the purpose of documenting the release of all liens and claims that such person or entity has or may assert against any of the Assets, the Debtors and the Purchaser are hereby authorized to execute and file such termination statements, releases of liens, and other documents on behalf of such persons or entities.

10. The Assumption and Assignment of the Transferred Contracts as set forth in the APA has been withdrawn. Any contract not assumed shall be subject to rejection by Debtors pursuant to Section 365 of the Bankruptcy Code.

11. This Court shall retain jurisdiction to interpret, enforce, and implement the terms and provisions of this Order and the Asset Purchase Agreement in all respects, including, but not limited to retaining jurisdiction to (a) resolve any disputes arising under or related to the Asset Purchase Agreement and this Order and (b) interpret, implement, and enforce the provisions of this Order.

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12. All proceeds from the sale of the Assets pursuant to the APA will be treated and administered by Debtors in accordance with the order entered by the Court authorizing the Debtors to incur postpetition secured indebtedness and to use the cash collateral of GECC as Lender and Agent.

13. This Order shall be effective immediately upon its entry and the ten (10) day period set forth in Rule 6004(g) of the Federal Rules of Bankruptcy Procedure shall not apply. The automatic stay imposed by 11 U.S.C. § 362 is waived for cause. The Debtors and the Purchaser are authorized to close the sale of the assets free and clear of liens immediately upon entry of this Order and in reliance upon this Order.

IT IS SO ORDERED.

James G. Mixon

UNITED STATES BANKRUPTCY JUDGE

Date: 3/17/05

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