

**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>
Lance, Inc.		02/08/2010	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lance Mfg. LLC
<b>Street Address:</b>	13024 Ballantyne Corp. Pl., Ste. 900
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28277
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2904812	
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

**OP \$565.00 2904812**

Registration Number:	2105401	LADY STELLA
Registration Number:	1528510	MARGHERITE
Registration Number:	1531110	REGINA
Registration Number:	1533507	ROMAN EGG BISCUITS
Registration Number:	1532265	ROYAL NUGGETS
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: 704-557-8951

Email: tgraham@lance.com

Correspondent Name: Thomas E. Graham

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 (INC. TO LLC)
NAME OF SUBMITTER:	Thomas E. Graham
Signature:	/Thomas E. Graham/
Date:	03/04/2010

**Total Attachments: 5**

source=Stella TM Assignment -- Lance, Inc. to Lance Mfg. LLC (US)#page1.tif

source=Stella TM Assignment -- Lance, Inc. to Lance Mfg. LLC (US)#page2.tif

source=Stella TM Assignment -- Lance, Inc. to Lance Mfg. LLC (US)#page3.tif

source=Stella TM Assignment -- Lance, Inc. to Lance Mfg. LLC (US)#page4.tif

source=Stella TM Assignment -- Lance, Inc. to Lance Mfg. LLC (US)#page5.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (the "Assignment") effective the 8<sup>th</sup> day of February, 2010, is made by Lance, Inc., a North Carolina corporation ("Assignor") to Lance Mfg. LLC, a North Carolina limited liability company ("Assignee").

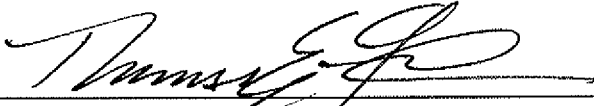
Assignor desires to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Assignor's worldwide rights, title and interests in, to and under the Assignor's (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, 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 but not limited to the colors, graphics and overall appearance of packaging for each product Assignor and/or its predecessors in interest have made, advertised, offered for sale or sold in the United States, and each of the service marks, trademarks and associated trade dress 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, in object and source code format (including data and related documentation); (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 8<sup>th</sup> day of February, 2010.

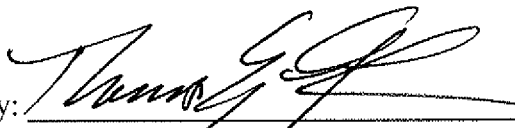
**"ASSIGNOR"**

**LANCE, INC.**

By:   
Printed Name: Thomas E. Gorman  
Title: Asst. Gen. Counsel

**"ASSIGNEE"**

**LANCE MFG. LLC**

By:   
Printed Name: Thomas E. Gorman  
Title: Asst. Gen. Counsel

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 8<sup>th</sup> day of February, 2010, before, Laura C. Hughes personally appeared Thomas E. Graham 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.

Laura C. Hughes  
Notary Public

My Commission Expires: 7/5/2014

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG


On this 8<sup>th</sup> day of February, 2010, before, Laura C. Hughes personally appeared Thomas E. Graham of Lance Mfg. 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.



Laura C. Hughes  
Notary Public

My Commission Expires: 7/5/2014

## Schedule A

Mark	Registration No.
 (Design only)	2,904,812
ANGEL WINGS	1,550,372
ANGELICA GOODIES	689,187
<b>ANGINETTI</b> ANGINETTI (Stylized)	689,185
ANISETTE SPONGE	1,602,649
ANISETTE TOAST	1,602,651
BREAKFAST TREATS	1,585,950
CASTELETS	1,518,175
COFFEE TREATS	3,342,259
<b>como delight</b> COMO DELIGHT (Stylized)	1,177,518
EGG JUMBO	686,411
GOLDEN BARS	1,540,736
HOLIDAY TRINKETS	1,911,636
LADY STELLA	2,105,401
MARGHERITE	1,528,510
REGINA	1,531,110
ROMAN EGG BISCUITS	1,533,507

Schedule A

Mark	Registration No.
ROYAL NUGGETS	1,532,265
 SD (and Design)	1,963,211
STELLA D'ORO	2,180,713
 STELLA D'ORO (Stylized)	3,092,963
SWISS FUDGE	1,557,067