

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consolidated Biscuit Co.		05/10/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Hearthside Food Solutions, LLC
Street Address:	5353 Broadmoor, SE
Internal Address:	Suite 100
City:	Kentwood
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1650937	CBC CONSOLIDATED BISCUIT COMPANY
Registration Number:	2121047	GURLEY'S GOLDEN RECIPE
Registration Number:	2127929	FIRESIDE
Registration Number:	2192106	GURLEY'S GOLDEN RECIPE
Registration Number:	2656418	FIRESIDE BAKING COMPANY
Registration Number:	2800150	MAURICE LENELL
Registration Number:	2802145	MAURICE LENELL
Registration Number:	2955799	FIRESIDE BAKING COMPANY
Registration Number:	2972792	FIRESIDE BAKING COMPANY
Registration Number:	3567160	R ROYAL CREST
Registration Number:	3567161	ROYAL CREST

CORRESPONDENCE DATA

Fax Number: (678)553-2602

900161804

**TRADEMARK
 REEL: 004202 FRAME: 0662**

CH \$290.00 1650937

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	05/10/2010
Total Attachments: 7 source=Consolidated IP Assign _001#page1.tif source=Consolidated IP Assign _001#page2.tif source=Consolidated IP Assign _001#page3.tif source=Consolidated IP Assign _001#page4.tif source=Consolidated IP Assign _001#page5.tif source=Consolidated IP Assign _001#page6.tif source=Consolidated IP Assign _001#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and is effective this 10th day of May, 2010, by Consolidated Biscuit Co., an Ohio corporation, having its principal offices at 312 Rader Road, McComb, Ohio 45858 (the "Assignor") in favor of Hearthside Food Solutions, LLC, a Delaware limited liability company having offices at 5353 Broadmoor, SE, Suite 100, Kentwood, Michigan 49512 (the "Assignee").

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase and Contribution Agreement, dated as of April 26, 2010 (the "Purchase Agreement"), by and among the Sellers, the Buyer, Holdco and those persons identified in the Purchase Agreement as the Shareholder and Nonvoting Shareholders, the Assignor has agreed to sell, convey, transfer, assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the Assigned Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, the Assignee has agreed to acquire the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. Assignment of IP. The Assignor hereby sells, conveys, transfers, assigns, and delivers to the Assignee all of the Assignor's right, title, and interest in and to the Assigned Intellectual Property, together with all renewals and extensions of such Assigned Intellectual Property that may be obtained under the Laws now or hereafter in force and effect in the United States of America and any other country or countries, more specifically but without limitation:

A. Those certain domain names set forth on Exhibit A attached hereto or relating to, used in or necessary for the Business (the "Domain Names");

B. Those trademarks, service marks, certification marks, trade names set forth on Exhibit B attached hereto or relating to, used in or necessary for the Business, identifying symbols, designs, product names, company names, slogans, logos or insignia, and all common law rights, applications and registrations therefor throughout the world, whether registered or unregistered, (i) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the foregoing, (ii) all proceeds of, and rights associated with, any of the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing, and (iii) all goodwill associated with any of the foregoing (collectively, the "Trademarks"); and

C. As owned by or licensed to or otherwise held by Assignor and relating to, used in or necessary for the Business, the trade dress, package designs, products inserts, labels,

logos and associated artwork owned by, licensed to or otherwise held by the Assignor relating to, used in or necessary for the Business, in any and all forms whatsoever (collectively, the “**Trade Dress**”).

3. Regulatory Authorities. The Assignor hereby authorizes the Commissioner of Trademarks of the United States and other empowered officials of the relevant trademark offices (including the United States Patent and Trademark Office), domain name registrars, copyright offices, and other governmental or regulatory authorities to record the transfer of the Assigned Intellectual Property to the Assignee as assignee of the Assignor’s entire right, title and interest therein, and to issue all future registrations and other rights relating to the Domain Names, the Trademarks, the Trade Dress and other Assigned Intellectual Property to the Assignee.

4. Further Assurances. The Assignor shall execute any additional documents reasonably requested by the Assignee at any time in the future to enable the Assignor to protect, perfect, enforce, or otherwise secure the Assignee’s rights in, and/or ownership of, the Domain Names, the Trademarks, the Trade Dress and other Assigned Intellectual Property.

5. Controlling Document. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee, and their Representatives, successors and permitted assigns, in accordance with the terms of the Purchase Agreement.

[Signature Page Follows]

The Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

CONSOLIDATED BISCUIT CO.

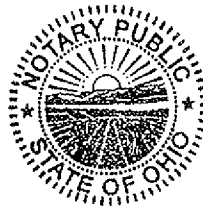
By: James Appold
Name: James Appold
Title: President

STATE OF OHIO)
) ss.:
COUNTY OF LUCAS)

On this 30th day of April, 2010, before me, a Notary Public duly commissioned, qualified and acting, within and for the County and State, appeared in person the within named James Appold to me personally known, who stated that he is the President of Consolidated Biscuit Co. and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the limited liability company, and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 30th day of April, 2010.

Bruce D. Lazar
Notary Public



BRUCE D. LAZAR
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

Exhibit A
Domain Names

- (1) **Domain Name:** ccbakery.com
Registrant: Consolidated Biscuit Company

Record expires on: 02-Apr-2013
Record created on: 02-Apr-1999
Database last updated on: 22-Oct-2008
- (2) **Domain Name:** consolidatedbiscuit.com
Registrant: Consolidated Biscuit Company

Record expires on: 04-Sep-2012
Record created on: 04-Sep-2007
Database last updated on: 22-Oct-2008
- (3) **Domain Name:** consolidatedbiscuit.net
Registrant: Consolidated Biscuit Company

Record expires on: 04-Sep-2012
Record created on: 04-Sep-2007
Database last updated on: 22-Oct-2008
- (4) **Domain Name:** firesidebaking.com
Registrant: Consolidated Biscuit Company

Record expires on: 17-Jun-2013
Record created on: 17-June-2003
Database last updated on: 22-Oct-2008
- (5) **Domain Name:** lenell.com
Registrant: Consolidated Biscuit Company

Record expires on: 19-Nov-2010

Record created on: 02-Jul-2008
Database last updated on: 25-Nov-2009

(6) Domain Name: mauricelenell.com

Registrant: Consolidated Biscuit Company

Record expires on: 14-Aug-2012
Record created on: 14-Aug-2000
Database last updated on: 28-Jul-2009

(7) Domain Name: mauricelenellcookie.com

Registrant: Consolidated Biscuit Company

Record expires on: 20-May-2013
Record created on: 20-May-2008
Database last updated on: 02-Mar-2010

(8) Domain Name: mauricelenellcookie.net

Registrant: Consolidated Biscuit Company

Record expires on: 20-May-2013
Record created on: 20-May-2008
Database last updated on: 09-Mar-2010

Exhibit B
Trademarks

U.S. Trademark Registrations

Mark	Registration No.	Issue/Renewal Dates	Goods
CBC CONSOLIDATED BISCUIT COMPANY & Design	Reg. 1650937	~Jul. 16, 1991 ~Renewal due Jul. 16, 2011	Bakery goods
GURLEY'S GOLDEN RECIPE	Reg. 2121047	~Dec. 16, 1997 ~Renewal due Dec. 16, 2017	Flaked coconut, processed nuts and trail mix snack food comprised primarily of processed nuts and dried fruits
FIRESIDE	Reg. 2127929	~Jan. 13, 1998 ~Renewal due Jan. 13, 2018	Cookies, biscuits, crackers and cakes
GURLEY'S GOLDEN RECIPE	Reg. 2192106	~Sep. 29, 1998 ~Renewal due Sep. 29, 2018	Candy; and confectionery, namely, chocolate chips and flavored chips for baking
FIRESIDE BAKING COMPANY & Design	Reg. 2656418	~Dec. 3, 2002 ~Renewal due Dec. 3, 2012	Bakery goods, namely, cookies, fruit bars, biscuits and crackers
MAURICE LENELL & Design	Reg. 2800150	~Dec. 30, 2003 ~Renewal due Dec. 30, 2013	Cookies and bakery goods
MAURICE LENELL	Reg. 2802145	~Jan. 6, 2004 ~Renewal due Jan. 6, 2014	Cookies and various bakery goods
FIRESIDE BAKING COMPANY & Design	Reg. 2955799	~May 24, 2005 ~Decl. of use due May 24, 2011 ~Renewal due May 24, 2015	Dried fruit snacks; processed nuts; fruit-based breakfast bars; candied nuts, snack mix consisting mostly of nuts and dried nuts and dried fruit

FIRESIDE BAKING COMPANY & Design	Reg. 2972792	~Jul. 19, 2005 ~Decl. of use due Jul. 19, 2011 ~Renewal due Jul. 19, 2015	Pastries for use in toasters; brownies; peanut brittle; chocolate-covered nuts
R ROYAL CREST & Design	Reg. 3567160	~Jan. 27, 2009 ~Decl. of use due Jan. 27, 2015 ~Renewal due Jan. 27, 2019	Cookies
ROYAL CREST & Design	Reg. 3567161	~Jan. 27, 2009 ~Decl. of use due Jan. 27, 2015 ~Renewal due Jan. 27, 2019	Cookies

Foreign Trademark Registration

Mark	Registration No.	Issue/Renewal Dates	Goods
PROFESSOR CRUMB'S	Canadian Reg. 466518	~Nov. 28, 1996 ~Renewal due Nov. 28, 2011	Cookies
SNACK CRAFTERS (Owned by Consolidated Biscuit)	Canadian Reg. TMA560055	~Apr. 9, 2002	Rice cakes and snacks
Professor Crumb's	Mexican Reg. 651505	Lapsed	

"Common Law" TradeMarks

Gurley's
Snack Crafters
Snack Crafters Logo
Crafty Snackers Love Snack Crafters