

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																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Todd's Snax, Inc., t/d/b/a Shultz Foods Co.</td> <td></td> <td>07/31/2007</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Todd's Snax, Inc., t/d/b/a Shultz Foods Co.		07/31/2007	CORPORATION: PENNSYLVANIA							
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CORRESPONDENCE DATA																
<p>Fax Number: (415)433-9434 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 415-433-1099 Email: bds@sfcounsel.com Correspondent Name: Brandon D. Smith Address Line 1: 140 Geary Street, 7th Floor Address Line 4: San Francisco, CALIFORNIA 94108</p>																
ATTORNEY DOCKET NUMBER:	BARBIERI.NPC															
NAME OF SUBMITTER:	Brandon D. Smith															

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Signature:	/Brandon D. Smith/
Date:	07/30/2010
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EXECUTION COPY 07/20/07

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made this 31st day of July, 2007, by **TODD'S SNAX, INC., t/d/b/a SHULTZ FOODS CO.**, a Pennsylvania corporation with principal offices at 680 West Chestnut Street, Hanover, Pennsylvania (the "Assignor"), to **NATIONAL BAKERY, INC.**, a Delaware corporation with principal offices at 2060 Old Philadelphia Pike, Lancaster, PA (the "Assignee").

BACKGROUND:

On July 6, 2007 Assignor, as seller, and National Pretzel Holdings, Inc. ("NPHI"), as buyer, entered into an Asset Purchase Agreement (the "Purchase Agreement"), providing for the acquisition by NPHI of certain assets and liabilities of Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement. By assignment dated on even date herewith, NPHI assigned to Assignee NPHI's right to acquire Assignor's Intellectual Property as described herein below. Assignor and Assignee desire to document the assignment of Assignor's Intellectual Property to Assignee upon the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, Assignor's whole and entire right, title and interest in and to all of the following intellectual property, if any, owned or used by Assignor in its Business including, but not limited to:

1. all inventions, processes, manufacturing techniques, trade secrets and know-how (whether patentable or unpatentable and whether or not reduced to writing or practice), all improvements thereto, and all letters patent and pending applications for patents of the United States and all countries foreign thereto, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of intention and utility models which have been opened for public inspection and all reissues, divisions, continuations and extensions thereof;
2. all registered trademarks, registered service marks, trademark and service mark applications and unregistered trademarks and service marks, logos, trade names, fictitious names, brand names, brand marks and corporate names, if any, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, including, but not limited to, the following United States Trademark Registrations: (a) "Shultz" (Reg. No. 2,955,108); (b) "Jake Baked" (Reg. No.

3,027,869); (c) "Salty Stix" (Reg. No. 3,011,400); and (d) container for pretzels (Reg. No. 3,035,119).

3. all copyrightable works, all copyrights, copyright applications, and all renewals in connection therewith, and all unregistered copyrights;

4. any brand or trade names now used by Assignor in connection with the sale of any of its products and all goodwill of Assignor's business symbolized by the aforesaid names;

5. all websites maintained by or for the benefit of Assignor and all content thereof (all items described in items 1 through 5 herein, to the extent of Assignor's interest therein, collectively referred to as "Assignor's Intellectual Property"); and

6. all rights to damages and profits, due or accrued, if any, arising out of or related to Assignor's Intellectual Property and the right to sue, enforce and recover for the same.

Assignor hereby covenants that, at the time of execution and delivery of this Assignment, Assignor's rights in its Intellectual Property are unencumbered and Assignor has good and full right and lawful authority to assign, sell and convey the same in the manner set forth herein. Except as otherwise specifically provided in this Assignment, Assignor hereby warrants and represents to Assignee that no other person, firm or corporation has been granted any rights by Assignor in respect of Assignor's Intellectual Property. The within Assignment is for the benefit of Assignee, for its own use and behoof, and for that of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had the within Assignment not been made. Assignor hereby covenants that Assignor, its successors and assigns, will, upon request of Assignee, sign all papers and documents and take all further actions as may be necessary to confirm to Assignee or third parties the assignment of Intellectual Property herein effected.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

ATTEST:

J.P. Cook
(Asst.) Secretary

ASSIGNOR:

TODD'S SNAX, INC.,
t/d/b/a SHULTZ FOODS CO,

By: J.P. Cook
Jack P. Cook, Sr., Director/Shareholder

By: _____
David F. Humbert, Jr.
Director/President/Shareholder

ASSIGNEE ACCEPTANCE

Assignee hereby accepts Assignor's foregoing assignment, conveyance and transfer of the above described Intellectual Property of Assignor, under and subject to all terms and conditions of the above Assignment.

ATTEST:

(Asst.) Secretary

ASSIGNEE:

NATIONAL BAKERY, INC.

By: _____
(Vice) President

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

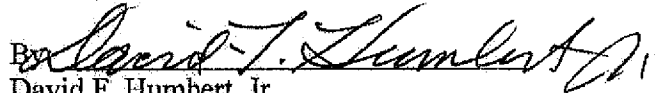
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By: 
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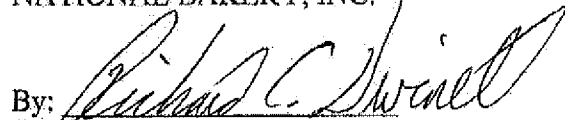
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