

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
Harvest Classic Bread Company		08/16/2010	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	United States Bakery		
Street Address:	315 NE 10th Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97232		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77721313	SILVER CITY SOURDOUGH	
Registration Number:	3633149	BUNLOVER'S	
Registration Number:	3214900	CLASSIC	
Registration Number:	2814065	BREADLOVER'S	
Registration Number:	2387597	CLASSIC BREAD	
Registration Number:	2324856	CLASSIC BREAD	
CORRESPONDENCE DATA			
Fax Number:	(503)973-3873		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-221-1440		
Email:	lisa.gabel@tonkon.com		
Correspondent Name:	Tonkon Torp LLP		
Address Line 1:	888 SW Fifth Avenue		
Address Line 2:	1600 Pioneer Tower		
Address Line 4:	Portland, OREGON 97204		

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ATTORNEY DOCKET NUMBER:	U.S. BAKERY 632-9000
NAME OF SUBMITTER:	Christopher D. Erickson
Signature:	/Christopher D. Erickson/
Date:	08/23/2010
Total Attachments: 3 source=U.S. Bakery assignment#page1.tif source=U.S. Bakery assignment#page2.tif source=U.S. Bakery assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made on August 16, 2010 by Harvest Classic Bread Company, an Idaho corporation with an address of 914 Park Centre Way, Nampa, Idaho 83651 ("Company"), in favor of United States Bakery, an Oregon corporation with an address of 315 NE 10th Avenue, Portland, Oregon 97232 ("Purchaser").

WHEREAS, Company is the owner of all right, title and interest in and to the trademarks and trade names used in the Company's business, including without limitation those trademark applications and registrations listed on Exhibit A to this Assignment ("Trademarks"), and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Company and Purchaser are parties to that certain Assets Purchase and Sale Agreement, dated as of July 16, 2010 (the "Purchase Agreement"), among Purchaser, Company, and Company's shareholders;

WHEREAS, pursuant to the Purchase Agreement, Company has agreed to sell, convey, assign and transfer to Purchaser all of its respective right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Purchaser desires to acquire all right, title and interest Company may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Purchaser to file this Assignment with the United States Patent and Trademark Office and all other applicable intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Company to Purchaser.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Company agrees as follows:

1. Company hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by an Company against third parties for past, present or future infringement of the Trademarks.

2. Company hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of all of Company's right, title and interest in and to the Trademarks.

3. As further set forth in the Purchase Agreement, at Purchaser's reasonable request, Company shall, and shall cause its shareholders and affiliates to, take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademarks.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests in the Trademarks.

IN WITNESS WHEREOF, Company has caused this Assignment to be duly authorized and executed as of the date hereof.

COMPANY:

Harvest Classic Bread Company


By: 

Name: Mary Ann Adamson

Title: President

Exhibit A

Trademarks

Trademark	U.S. App. No.	U.S. Reg. No.
SILVER CITY SOURDOUGH	77721313	
BUNLOVER'S	78629188	3633149
CLASSIC	78687978	3214900
BREADLOVER'S	78090455	2814065
CLASSIC BREAD	75767573	2387597
	75410492	2324856

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