

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
Oven Fresh Baking Company, Inc.		12/31/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Gold Standard Baking, Inc.		
Street Address:	3700 South Kedzie Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60632		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3266569	DRESSEL'S	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	41231.00.0007-T.SCHOVAIN		
NAME OF SUBMITTER:	Patricia O'Donoghue		
Signature:	/Patricia O'Donoghue/		
Date:	01/03/2011		

CH \$40.00 3266569

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (“Assignment”) made as of the 31st day of December, 2010, by Oven Fresh Baking Company, Inc., an Illinois corporation (“Assignor”), to Gold Standard Baking, Inc., an Illinois corporation (the “Company” or the “Assignee”). Capitalized terms used but not defined herein shall be as defined in the Agreement.

RECITALS

The Company, Assignor and Assignor’s shareholders are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “Agreement”), pursuant to which Assignor has agreed to sell and assign to the Company, and the Company has agreed to buy and assume from Assignor, the Assets (as defined in the Agreement), including without limitation, all intangible rights and intellectual property of Assignor, which includes all copyrights, tradenames, trademarks, service marks, domain names and mailing lists used in the Business, and the goodwill appurtenant to the foregoing (together, the “Intellectual Property”).

In accordance therewith, Assignor desires to transfer and assign to the Company, and the Company desires to accept the transfer and assignment of, all of Assignor’s right, title and interest in, to and under Assignor’s Intellectual Property, including without limitation, the trademarks and domain names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “Registered IP”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer. Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, does hereby transfer, grant, convey, assign, and relinquish exclusively to the Company all of Assignor’s right, title, and interest in and to the Intellectual Property, including the Registered IP, and the Company hereby accepts the transfer and assignment of, all of Assignor’s right, title and interest in and to the Intellectual Property, including the Registered IP, together with the goodwill of the business associated therewith, all rights to sue for infringement of any Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Company, 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.

2. Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the request of the Company, such further conveyance instruments, and take such further actions, as may be reasonably necessary to evidence more fully the transfer of ownership of all the Intellectual Property to the Company at no cost to Assignor. Assignor therefore agrees to:

(a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property;

(b) provide testimony (after reimbursement for out-of-pocket expenses) in connection with any proceeding affecting the right, title, interest, or benefit of the Company and the Intellectual Property; and

(c) perform any other acts deemed reasonably necessary to carry out the intent of this Assignment.

3. Acknowledgment of Rights. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Company has succeeded to all of Assignor's right, title, and standing to:

(a) receive all rights and benefits pertaining to the Intellectual Property;

(b) institute and prosecute all suits and proceedings and take all actions that the Company, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Intellectual Property; and

(c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Company, in its sole discretion, deems advisable.

4. Miscellaneous. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective successors and assigns. This Assignment is intended to effectuate the terms of the Agreement; in the event of any inconsistency, ambiguity or conflict between the terms herein and the Agreement, the terms of the Agreement shall prevail.

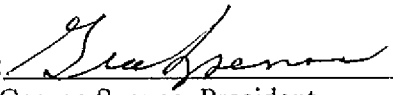
[Signature Page Follows]

Signature Page for Intellectual Property Assignment

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.

ASSIGNOR:

Oven Fresh Baking Company, an Illinois corporation

By: 
George Spanos, President

ASSIGNEE:

Gold Standard Baking, Inc.,
an Illinois corporation

By: _____
Ryan R. McKenzie, Chief Financial
Officer

Signature Page for Intellectual Property Assignment

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of the date first above written.


ASSIGNOR:

Oven Fresh Baking Company, an Illinois corporation

By: _____
George Spanos, President

ASSIGNEE:

Gold Standard Baking, Inc.,
an Illinois corporation

By:  _____
Ryan R. McKenzie, Chief Financial Officer

Signature Page for Intellectual Property Assignment

State of Illinois)
) ss:
County of Cook)

On this 31st day of December, 2010, before me personally appeared George Spanos, 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Joann Fontana-Mueller
Notary Public

My commission expires: March 16, 2014



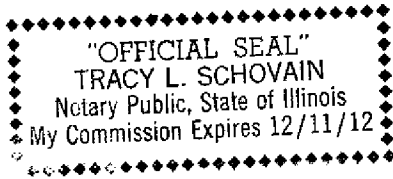
State of Illinois)
) ss:
County of Cook)

On this 31st day of December, 2010, before me personally appeared Ryan R. McKenzie, 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Tracy L. Schovain
Notary Public

My commission expires: 12/11/12



SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark

Registration Number

Registration Date

Dressel's

3,266,569

7/24/07

Domain Names

ovenfreshbaking.com

Go Daddy customer account #3950978