

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McGlynn Bakeries, LLC		02/27/2004	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sparky Acquisition Corporation		
Street Address:	800 Market Street		
Internal Address:	Suite 2900		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3678455	EARL OF SANDWICH	
CORRESPONDENCE DATA			
Fax Number:	(314)667-3633		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	66094-94991		
NAME OF SUBMITTER:	Thomas A. Polcyn		
Signature:	/thomas a. polcyn/		

TRADEMARK

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Date:

02/18/2011

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, dated as of February 27, 2004, between McGlynn Bakeries, LLC, a Delaware limited liability corporation ("*Assignor*"), and Sparky Acquisition Corporation, a Nevada corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those certain contracts, leases, commitments, agreements and other instruments (the "*Assigned Agreements*") that are identified in Section 1.3 of the Asset Purchase Agreement by and among Assignor ("*Seller*"), Assignee ("*Purchaser*"), the individuals on Exhibit A thereto, and solely with respect to Section 8.18 thereof, Ralcorp Holdings, Inc., a Missouri corporation, dated February __, 2004 (the "*Agreement*"); and


WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Agreements and the Assets.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:


1. Assignor hereby contributes, transfers, assigns, conveys and delivers to Assignee its entire right title and interest in, to and under the Assigned Agreements.
2. Assignee hereby accepts the foregoing assignment and hereby assumes and agrees to perform to the extent such Assigned Agreements are assignable by Assignor to Assignee all of the obligations of Assignor under the Assigned Agreements as of the date hereof. Notwithstanding the foregoing, Assignee does not assume any of the duties and obligations accruing after the closing of the transaction described in the Asset Purchase Agreement pursuant to the Assigned Agreements to the extent that such duties and obligations related to any breach of such Assigned Agreements by Assignor or any of its subsidiaries or affiliates prior to the aforementioned closing.
3. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns as permitted in the Agreement.
4. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.
5. This Assignment and Assumption Agreement is executed pursuant to the Asset Purchase Agreement referenced above and is subject to the conditions and entitled to the benefits thereof and shall bind and inure to the benefit of Purchaser and Seller and their respective successors and assigns as permitted in the Agreement.

IN WITNESS WHEREOF, the parties herein have caused their duly authorized representatives to execute this Assignment and Assumption Agreement as of the date set forth in the first paragraph.

MCGLYNN BAKERIES, LLC

By: 
Name: _____
Title: _____

SPARKY ACQUISITION CORPORATION

By: 
Name: C. G. Gibson, Jr.
Title: Secretary