

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
Sunrise Baking Acquisition Company, LLC		06/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunrise Bread Corp.		
Street Address:	4564 Second Avenue		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11232		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3908895	TUSCAN VILLAGE	
CORRESPONDENCE DATA			
Fax Number:	(215)789-6673		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-864-6857		
Email:	albrights@whiteandwilliams.com		
Correspondent Name:	Samuel C. Albright		
Address Line 1:	1650 Market Street		
Address Line 2:	One Liberty Place, Suite 1800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Samuel C. Albright		
Signature:	/salbright/		
Date:	07/28/2011		
Total Attachments: 2 source=assignment of tm#page1.tif source=assignment of tm#page2.tif			

OP \$40.00 3908895

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "*Assignment*") is dated as of June 27, 2011 by between SUNRISE BAKING ACQUISITION COMPANY, LLC, a Delaware limited liability company ("*Assignor*"), to in favor of SUNRISE BREAD CORP., a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor has rights to a registered trademark as more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "*Trademark*");

WHEREAS, pursuant to an Asset Purchase Agreement between Assignor, Assignee and Gatehouse Holdings, LLC dated as of June 27, 2011 (the "*Purchase Agreement*"), Assignor is required to assign to Assignee all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, Assignors are executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement;

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

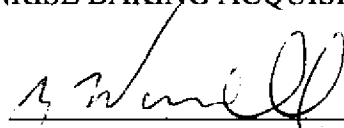
1. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignors, all of Assignor's right, title and interest in and to the Trademark and all rights associated therewith, together with the goodwill associated with the Trademark.

2. Binding Effect and Governing Law. This Assignment is binding on Assignors and their successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of New York without regard to the conflict or choice of law rules.

3. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Assignment as of the date first above written.

SUNRISE BAKING ACQUISITION COMPANY, LLC

By: 

Geoffrey D. Warrell, Chairman

SCHEDULE A

Trademark	Registration No.	Serial No.	Owner listed with PTO
TUSCAN VILLAGE	3908895	77828034	Sunrise Baking Acquisition Company, LLC