

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
BAKON YEAST, INC.		02/28/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	AB Mauri Food Inc.
Doing Business As:	DBA Ohly Americas
Street Address:	7171 Goodlett Farms Parkway
City:	Cordova
State/Country:	TENNESSEE
Postal Code:	38016
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0720430	BAKON

CORRESPONDENCE DATA

Fax Number: (513)651-6981
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5136516800
 Email: trademarks@fbtlaw.com
 Correspondent Name: Karlyn A. Schnapp
 Address Line 1: 2200 PNC Center, 201 E. Fifth Street
 Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Karlyn A. Schnapp
Signature:	/Karlyn A. Schnapp/
Date:	08/19/2011

Total Attachments: 5

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**TRADEMARK
 REEL: 004608 FRAME: 0271**

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**ASSIGNMENT OF TRADEMARKS,
COPYRIGHTS AND DOMAIN NAMES**

This ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES (this "Assignment") is entered into effective as of February 28, 2011, between BAKON YEAST, INC., an Illinois corporation, ("Assignor") and AB MAURI FOOD INC., a California corporation, doing business as Ohly Americas, ("Assignee"). Capitalized terms used herein without definition shall have the meanings given them in the Asset Purchase Agreement, dated effective as of February 28, 2011 (the "Purchase Agreement"), by and between Assignor, The Lawrence D. Ray and Phyl A. Ray Living Trust, Phyl A. Ray, and Lawrence D. Ray, and Assignee.

RECITALS

A. Assignor is in the business of formulating, developing, manufacturing, mixing, marketing, distributing and selling various yeast-based powders, seasonings and other products.

B. The parties have entered into the Purchase Agreement pursuant to which, among other things, Assignor has agreed to sell, and Assignee has agreed to purchase all of Assignor's property and assets (other than the Excluded Assets).

C. The parties are entering into this Assignment in order to transfer and assign all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications, trade names, copyrights, copyright applications, domain names and domain name applications, including, without limitation, the servicemarks, trademarks, trade names, copyrights, domain names, and servicemark, trademark, trade name, copyright, and domain name applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks, Copyrights and Domain Names").

AGREEMENT

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all worldwide right, title and interest in, to and under the Marks, Copyrights and Domain Names, together with the goodwill of the business associated therewith and that is symbolized by the Marks, Copyrights and Domain Names, all rights to sue for infringement of any Mark, Copyright or Domain Name, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under any Applicable Laws, whether now or

hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Assignee, and 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. Assignor agrees to take, in a timely manner, all steps and execute all further documents as are necessary or reasonably requested by Assignee, the U.S. Patent and Trademark Office, or Network Solutions or other such registrar of Domain Names to effectuate the assignment and transfer of the Marks, Copyrights and Domain Names to Assignee, including, without limitation, obtaining authorization codes and unlocking the Domain Names.

3. Assignor represents and warrants as follows: (a) Assignor is listed as the registered owner of the Marks, Copyrights and Domain Names; (b) Assignor alone has the authority to assign the Marks, Copyrights and Domain Names to Assignee; (c) Assignor has not assigned, licensed or encumbered the Marks, Copyrights or Domain Names, in whole or in part; and (d) the Marks, Copyrights and Domain Names are not being challenged by a third party.

4. Assignor agrees (a) not to use or apply to register any domain name, trademark, servicemark, or copyright that is the same as or confusingly similar to the Marks, Copyrights and Domain Names anywhere in world, and (b) not to challenge Assignee's, or any of its successors' or assigns', use, registration and further application of the Marks, Copyrights and Domain Names.

5. In the event that Assignor is unable to or fails to take the necessary steps to effectuate the transfer of the Marks, Copyrights and Domain Names, then Assignor hereby irrevocably appoints Assignee and its agents as its agent and attorney-in-fact to execute any necessary documents, authorize any transfers and to take such other actions as are necessary to effectuate the transfer of the Marks, Copyrights and Domain Names to Assignee.

6. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without reference to any rules governing conflicts of law. Disputes under this Assignment shall be resolved in accordance with the procedures outlined in Section 8.13 of the Purchase Agreement.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES as of the date first above written.

ASSIGNOR:

BAKON YEAST, INC.

By: _____

Name: Phyl A. Ray

Title: President

ASSIGNEE:

AB MAURI FOOD INC., doing business as Ohly Americas

By: _____

Name:

Title:

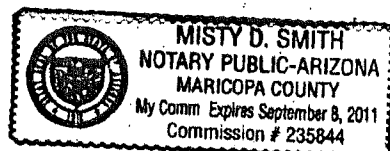
STATE OF Arizona
COUNTY OF Maricopa

On this 28th day of February, 2011, before me, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Phyl A. Ray, who executed the within and foregoing instrument, as President of Bakon Yeast, Inc., and acknowledged that they signed the same as a free and voluntary act and deed.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Misty D. Smith
Notary Public for _____

My commission expires 9/8/2011



ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES

SIGNATURE PAGE

74769-0002/LEGAL19792295

TRADEMARK
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IN WITNESS WHEREOF, the parties have duly executed this ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES as of the date first above written.

ASSIGNOR:

BAKON YEAST, INC.

By: _____

Name:

Title:

ASSIGNEE:

AB MAURI FOOD INC., doing business as Ohly Americas

By: Pamela J. Vasche

Name: Pamela J. Vasche

Title: Vice President

STATE OF _____

COUNTY OF _____

On this ____ day of February, 2011, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared Phyl A. Ray, who executed the within and foregoing instrument, as President of Bakon Yeast, Inc., and acknowledged that they signed the same as a free and voluntary act and deed.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Notary Public for _____

My commission expires _____

SCHEDULE A

Trademarks, Trade Names, Copyrights and Domain Names

<u>Trademark or Copyright</u>	<u>Serial and Registration Number</u>	<u>Registration Date</u>
"BAKON" (Class 30 wordmark)	Serial #72096922 Registration #0720430	August 22, 1961

Unregistered Trademarks or Copyrights

N/A

<u>Pending Applications</u>	<u>Application Numbers</u>	<u>Application Date</u>
N/A	N/A	N/A

Trade Names

"BAKON"

Domain Names

"bakonyeast.com"

SCHEDULE A

74769-0002/LEGAL19792295.2