

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
Sticky Ribhouse, LLC		12/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ken's Foods, Inc.		
Street Address:	1 D'Angelo Drive		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2699105	CAROLINA SWEET BARBECUE SAUCE	
Registration Number:	2665015	CAROLINA CLASSIC BARBECUE SAUCE	
Registration Number:	2481565	TARHEEL VINEGAR BARBECUE SAUCE	
Registration Number:	3961593	MEMPHIS ORIGINAL BARBECUE SAUCE	
Registration Number:	2381542	STICKY FINGERS	
CORRESPONDENCE DATA			
Fax Number:	(617)832-7000		
Phone:	6178321000		
Email:	ustrademark@foleyhoag.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Joshua Jarvis, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	22630.00050		

OP \$140.00 2699105

NAME OF SUBMITTER:	Joshua Jarvis
Signature:	/joshuajarvis/
Date:	01/24/2012
Total Attachments: 7 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif source=Trademark Assignment Agreement#page7.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Agreement**”) is entered into as of December 30, 2011, by STICKY RIBHOUSE, LLC, a Delaware limited liability company (the “**Assignor**”), to KEN’S FOODS, INC., a Massachusetts corporation (the “**Assignee**”).

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the “**Purchase Agreement**”), pursuant to which Assignee will purchase substantially all of the assets owned and used by Assignor in connection with the Business, including the Trademark Assets, all as more particularly described in the Purchase Agreement; and

WHEREAS, the execution and delivery of this Agreement are conditions to the obligations under the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **DEFINED TERMS**

All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **ASSIGNMENT**

2.1 Assignment of Trademark Rights. Assignor hereby sells, assigns, transfers, conveys and delivers, free and clear of all Liens (other than Permitted Liens), to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Trademark Assets, together with the business and goodwill of the business in connection with which the Trademark Assets have been used and/or were and is intended to be used, and together with all income, royalties, damages and payments due or payable at the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Trademark Assets set forth on Schedule 1 hereto.

2.2 Further Assurances. Assignor shall, upon the request of Assignee and at the Assignor's expense, provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) to more fully and effectively effectuate the purposes of this Agreement, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademark Assets and this Agreement; and (iii) obtaining any trademark protection relating to rights assigned herein that Assignee may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States or in any other country. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee.

3. GENERAL PROVISIONS

3.1 Terms of Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademark Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3.2 Modification. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Assignor and Assignee.

3.3 Governing Law. EXCEPT TO THE EXTENT PROVIDED TO THE CONTRARY IN THIS AGREEMENT, ALL RIGHTS, REMEDIES, LIABILITIES, POWERS AND DUTIES OF EACH OF THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

3.4 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, portable


document format or other electronic means shall be deemed to be their original signatures for all purposes.

[Signature page follows below]

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Trademark Assignment as of the date set forth above.

ASSIGNOR:

STICKY RIBHOUSE, LLC

By 
Name: Harry Rosenfeld
Title: Chief Restructuring Officer

ACCEPTED BY ASSIGNEE:

KEN'S FOODS, INC.

By _____
Name: James F. Sutherby
Title: Vice President and Chief Financial
Officer

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Trademark Assignment as of the date set forth above.

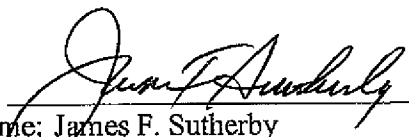
ASSIGNOR:

STICKY RIBHOUSE, LLC

By _____
Name:
Title:

ACCEPTED BY ASSIGNEE:

KEN'S FOODS, INC.

By 
Name: James F. Sutherby
Title: Vice President and Chief Financial Officer



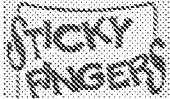
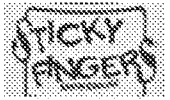
Schedule 1

Trademarks

Trademark Registrations and Applications

<u>Registered Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>IC Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sticky Ribhouse, LLC	Carolina Sweet Barbeque Sauce	US	10/25/99	30	2699105	03/25/03
Sticky Ribhouse, LLC	Carolina Classic Barbecue Sauce	US	10/25/99	30	2665015	12/24/02
Sticky Ribhouse, LLC	Tarheel Vinegar Barbecue Sauce	US	10/28/99	30	2481565	08/28/01
Sticky Ribhouse, LLC	Memphis Original Barbecue Sauce	US	09/16/10	30	3961593	05/17/11
Sticky Ribhouse, LLC	Sticky Fingers	US	10/25/99	30	2381542	08/29/00
Sticky Ribhouse, LLC	Sticky Fingers	Canada	08/09/10	Restaurant Services and Barbeque Sauces	Not registered App # 1491651	N/A
Sticky Ribhouse, LLC	Sticky Fingers	Mexico	07/28/10	30	1181567	

Unregistered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Example</u>	<u>Goods/Services</u>	<u>Country</u>
Sticky Ribhouse, LLC	Tennessee Whiskey Barbeque Sauce (word mark)		Barbeque sauces	US
Sticky Ribhouse, LLC	Habanero Hot Barbeque Sauce (word mark)		Barbeque sauces	US
Sticky Ribhouse, LLC	Sticky Fingers (logo)		Barbeque sauces and dry rubs	US
Sticky Ribhouse, LLC	Sticky Fingers Smokehouse (word mark and logo)		Barbeque sauces and dry rubs	US