

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Foreclosure on Trademark Rights

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midstate Mills, Inc.		02/19/2013	CORPORATION: NORTH CAROLINA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RENWOOD MILLS, LLC
<b>Street Address:</b>	2101 Cedar Springs Road
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	85378703	MIDSTATE'S K*9 FINEST
Serial Number:	77378299	M
Serial Number:	76110898	TENDA-BAKE
Serial Number:	74418550	SOUTHERN BISCUIT
Serial Number:	74412329	SOUTHERN BISCUIT
Serial Number:	74412328	SOUTHERN BISCUIT
Serial Number:	74410366	SOUTHERN BISCUIT
Serial Number:	74410365	SOUTHERN BISCUIT
Serial Number:	74409281	SOUTHERN BISCUIT
Serial Number:	73254700	
Serial Number:	73658647	BATCH PAC MIX MILK
Serial Number:	73658596	BATCH PAC
Serial Number:	73576440	OLD FASHIONED COMPLETE BISCUIT MIX

CH \$590.00 85378703

Serial Number:	73574161	FORMULA L
Serial Number:	73492506	BIG M
Serial Number:	73492505	SILVER CLOUD
Serial Number:	73492305	EVER-READY
Serial Number:	73386943	MIDSTATE'S SOUTHERN BISCUIT FINEST
Serial Number:	73386673	MIDSTATE'S
Serial Number:	73254086	REDI MIX
Serial Number:	73194350	NANCY JANE
Serial Number:	72039478	SOUTHERN BISCUIT
Serial Number:	72039477	TENDA-BAKE

**CORRESPONDENCE DATA**

Fax Number: 4046028850

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (404) 888-4040

Email: HWATTM@HUNTON.COM

Correspondent Name: ERIC J. HANSON/HUNTON & WILLIAMS LLP

Address Line 1: 600 PEACHTREE ST NE

Address Line 2: SUITE 4100

Address Line 4: ATLANTA, GEORGIA 30308-2219

ATTORNEY DOCKET NUMBER:	80119.000002
NAME OF SUBMITTER:	Eric J. Hanson
Signature:	/Eric J. Hanson/
Date:	02/20/2013

**Total Attachments: 7**

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**NOTICE OF FORECLOSURE ON TRADEMARK RIGHTS**

This 19<sup>th</sup> day of February 2013, RENWOOD MILLS, LLC ("Buyer") provides notice of foreclosure on all right, title and interest in and to the trademarks set forth on Schedule "A" (the "Trademarks"), including the goodwill of the business as symbolized the Trademarks, pursuant to the Secured Creditor's Bill of Sale dated February 19, 2013 attached as "Exhibit 1", by and between RENWOOD MILLS, LLC for itself as successor in interest to BRANCH BANKING AND TRUST COMPANY (hereinafter collectively "Seller" or "Lender") and Buyer.

IN WITNESS WHEREOF, Buyer and Seller acknowledge the foregoing foreclosure on the Trademarks as of the date first stated above.

SELLER:

RENWOOD MILLS, LLC, as secured party

By: Mark Barbeau  
Title: Vice President  
Name: Mark Barbeau

BUYER:

RENWOOD MILLS, LLC

By: Mark Barbeau  
Title: Vice President  
Name: Mark Barbeau

Schedule "A"

Trademarks

Serial #	Mark	Status
85378703	Word Mark: MIDSTATE'S K*9 FINEST	LIVE
77378299	Word Mark: M	LIVE
76110898	Word Mark: TENDA-BAKE	LIVE
74418550	Word Mark: SOUTHERN BISCUIT	LIVE
74412329	Word Mark: SOUTHERN BISCUIT	LIVE
74412328	Word Mark: SOUTHERN BISCUIT	LIVE
74410366	Word Mark: SOUTHERN BISCUIT	LIVE
74410365	Word Mark: SOUTHERN BISCUIT	LIVE
74409281	Word Mark: SOUTHERN BISCUIT	LIVE
73254700	Design Mark: consists of an ear of corn and stylized "M" design	LIVE
73658647	Word Mark: BATCH PAC MIX MILK	LIVE
73658596	Word Mark: BATCH PAC	LIVE
73576440	Word Mark: OLD FASHIONED COMPLETE BISCUIT MIX	LIVE
73574161	Word Mark: FORMULA L	LIVE
73492506	Word Mark: BIG M	LIVE
73492505	Word Mark: SILVER CLOUD	LIVE
73492305	Word Mark: EVER-READY	LIVE
73386943	Word Mark: MIDSTATE'S SOUTHERN BISCUIT FINEST	LIVE
73386673	Word Mark: MIDSTATE'S	LIVE
73254086	Word Mark: REDI MIX	LIVE
73194350	Word Mark: NANCY JANE	LIVE
72039478	Word Mark: SOUTHERN BISCUIT	LIVE
72039477	Word Mark: TENDA-BAKE	LIVE

**EXHIBIT 1**

SECURED CREDITOR'S BILL OF SALE DATED FEBRUARY 19, 2013

## SECURED CREDITOR'S BILL OF SALE

This Secured Creditor's Bill of Sale is dated this 19<sup>th</sup> day of February 2013, by **RENWOOD MILLS, LLC** for itself as successor in interest to **BRANCH BANKING AND TRUST COMPANY** (hereinafter collectively "Seller" or "Lender") and **RENWOOD MILLS, LLC** (hereinafter "Buyer").

### BACKGROUND

A. On or about February 12, 1999, Midstate Mills, Inc. ("Borrower") executed and delivered that certain Loan Agreement (the "Loan Agreement") by and between Borrower and Branch Banking and Trust Company (the "Original Lender"). The Loan Agreement was amended, modified, restated and extended from time to time, including without limitation, pursuant to the following amendments and modifications: (i) that certain 2001 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated September 14, 2001; (ii) that certain 2002 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated June 28, 2002; (iii) that certain 2003 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated January 22, 2003; (iv) that certain 2004 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated July 13, 2004; (v) that certain 2006 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated February 21, 2006; (vi) that certain 2006 Consolidated Amendment No. 2 to Loan Agreement and Loan Documents dated June 28, 2006; (vii) that certain 2006 Consolidated Amendment No. 3 to Loan Agreement and Loan Documents dated October 19, 2006; (viii) that certain 2006 Consolidated Amendment No. 4 to Loan Agreement and Loan Documents dated December 8, 2006; (ix) that certain 2007 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated March 27, 2007; (x) that certain 2007 Consolidated Amendment No. 2 to Loan Agreement and Loan Documents dated June 6, 2007; (xi) that certain 2008 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated January 18, 2008; (xii) that certain 2008 Consolidated Amendment No. 2 to Loan Agreement and Loan Documents dated March 14, 2008; and (xiii) that certain 2010 Consolidated Amendment No. 1 to Loan Agreement and Loan Documents dated February 17, 2010.

The obligations of Borrower under the Loan Agreement were further evidenced by (i) that certain Amended and Restated Consolidation Promissory Note dated June 6, 2007 in the original principal amount of \$14,000,000.00, as amended, modified, restated and extended from time to time, including without limitation, pursuant to the following amendments and modifications: (a) that certain Note Modification Agreement dated June 27, 2012; and (b) that certain Note Modification Agreement dated October 9, 2012, (ii) that certain Amended and Restated Promissory Note dated June 6, 2007 in the original principal amount of \$11,500,000.00, as amended, modified, restated and extended from time to time, including without limitation, pursuant to the following amendments and modifications: (a) that certain Note Modification Agreement dated March 14, 2008; (b) that certain Note Modification Agreement dated June 16, 2008; (c) that certain Note Modification Agreement dated January 6, 2009; (d) that certain Note Modification Agreement dated July 6, 2009; (e) that certain Note Modification Agreement dated October 13, 2009; (f) that certain Note Modification Agreement dated February 17, 2010; (g)

that certain Note Modification Agreement dated February 14, 2012; (h) that certain Note Modification Agreement dated March 26, 2012; (i) that certain Note Modification Agreement dated June 27, 2012; (j) that certain Note Modification Agreement dated August 27, 2012; and (k) that certain Note Modification Agreement dated October 9, 2012.

B. Under the terms of the Loan Agreement, Borrower granted to Original Lender a lien on and security interest in all existing and thereafter arising accounts, general intangibles, inventory, equipment, chattel paper, equipment, documents, goods, instruments, investment property, deposit accounts, supporting obligations and letter of credit rights, certain commercial tort claims, all money, cash or cash equivalents, and all cash and noncash proceeds of the foregoing (collectively "Collateral").

C. Original Lender notified Borrower and certain guarantors of the occurrence of numerous events of default under the Loan Agreement and related agreements.

D. On January 18, 2013, certain creditors of Borrower filed an involuntary petition for relief under chapter 7 of the Bankruptcy Code in this Court against Borrower in the United States Bankruptcy Court for the Western District of North Carolina (the "Court").

E. On January 30, 2013, the Court converted the case to a proceeding under Chapter 11 of the Bankruptcy Code.

F. On February 4, 2013, the Court entered an Order Granting Branch Banking and Trust Company's Motion for an Order Shortening Notice and Motion for Relief from Stay and Request for Application of 11 U.S.C. § 362(e) permitting Original Lender and its successors relief from stay to exercise remedies available to such parties under the Loan Agreement, the related documents and applicable law.

G. Pursuant to, among other documents and agreements, that certain Note Purchase and Sale Agreement, dated as of February 6, 2013, by and between Original Lender and Lender, Original Lender sold and transferred to Lender all right, title and interest of Original Lender in and to the Loan Agreement and all documents related thereto, including, without limitation, all rights with respect to the Collateral.

H. On February 19, 2013, Lender foreclosed on the Collateral and conducted a public disposition of the Collateral pursuant to its rights and remedies under the Loan Agreement and the other related documents and as may be otherwise permitted under Section 610 of Article 9 of the Uniform Commercial Code as in effect in the State of North Carolina ("UCC").

**NOW, THEREFORE**, with the foregoing recitals being incorporated by reference herein, the undersigned hereby agree as follows:

1. Lender hereby grants, sells, delivers, transfers and assigns to Buyer and Buyer hereby accepts and receives all of Lender's right, title and interest in the Collateral.

2. The purchase price for the Collateral was \$6,000,000.00 (hereinafter "Purchase

Price"), which Purchase Price is deemed to reduce the amount of outstanding obligations of Borrower in respect of the Loan Agreement and the other related documents.

3. This Agreement will bind, benefit and be enforceable by and against the parties, their respective heirs, personal representatives, estates, successors and assigns.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

5. This Agreement is made under, and will be construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed solely therein, without giving effect to principals of conflicts of law.

6. Lender hereby agrees to execute any other documents necessary to transfer title to the Collateral Asset as may be reasonably requested by Buyer (including any certificates of title).

[Signature Page Follows]



IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first stated above.

**SELLER:**

RENWOOD MILLS, LLC, as secured party

By: Mark Barbeau  
Title: Vice President  
Name: Mark Barbeau

**BUYER:**

RENWOOD MILLS, LLC

By: Mark Barbeau  
Title: Vice President  
Name: Mark Barbeau