

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
Lee's Famous Recipes, Inc.		04/22/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Famous Recipe Group, LLC
Street Address:	92 Eglin Parkway NE
City:	Fort Walton Beach
State/Country:	FLORIDA
Postal Code:	32548
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1933845	SO GOOD IT'S GOT TO BE LEE'S
Registration Number:	1311285	LEE'S FAMOUS RECIPE
Registration Number:	0974710	FAMOUS RECIPE
Registration Number:	1013215	FAMOUS RECIPE
Registration Number:	2885057	FAST PAK
Registration Number:	1690361	CRISPY PLUS

CORRESPONDENCE DATA

Fax Number: 4045273662
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: alevasseur@mckennalong.com
 Correspondent Name: Alison Musto LeVasseur
 Address Line 1: 303 Peachtree Street, NE
 Address Line 2: Suite 5300
 Address Line 4: Atlanta, GEORGIA 30308

CH \$165.00 1933845

ATTORNEY DOCKET NUMBER:	033780.00001
NAME OF SUBMITTER:	Alison Musto LeVasseur
Signature:	/aml/
Date:	05/28/2013
Total Attachments: 4 source=Lee's Trademark Assignment executed#page1.tif source=Lee's Trademark Assignment executed#page2.tif source=Lee's Trademark Assignment executed#page3.tif source=Lee's Trademark Assignment executed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment"), effective as of April 22, 2013 (the "Effective Date"), is made by Lee's Famous Recipes, Inc., a Florida corporation (the "Assignor"), in favor of Famous Recipe Group, LLC, a Florida limited liability company (the "Assignee").

RECITALS:

WHEREAS, the Assignor filed in the United States Bankruptcy Court for the Northern District of Georgia (the "Court") on June 24, 2011, a Chapter 11 bankruptcy case (the "Case"), styled In re Lee's Famous Recipes, Inc. Case No. 11-68463-bem (USBC, NDGa.);

WHEREAS, on or about February 7, 2013, a Second Amended Joint Plan of Reorganization of Debtor and Official Committee of Unsecured Creditors (the "Plan"), was filed in the Case, and said Plan has been confirmed by order of the Court entered in the Case on April 8, 2013; and

WHEREAS, under the terms of the Plan, the Assignor has conveyed, transferred and assigned to the Assignee, among other assets, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual benefits to be derived herefrom, the parties hereby agree as follows:

AGREEMENT:

1. **Assignment**. In consideration for the execution of the Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all common law rights in the trademarks identified in the trademark registrations set forth in Schedule 1:

(c) all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** The Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by the Assignee. The Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to the Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors, representatives and assigns, and may not be modified or terminated except as set forth in writing signed by the Assignor and the Assignee.

5. **Governing Law.** This Trademark Assignment, and the rights and obligations of the Assignor and the Assignee under or pursuant to this Trademark Assignment, shall be interpreted and construed according to the substantive laws of the State of Georgia without regard to the choice of law rules of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused their duly authorized representatives to execute this Trademark Assignment as of the date first set forth above.

“ASSIGNOR”:

LEE’S FAMOUS RECIPES, INC.

By: 

Name: Charles L. Cooper, Jr.

Title: President

“ASSIGNEE”:

FAMOUS RECIPE GROUP, LLC

By: 

Name: Charles L. Cooper, Jr.

Title: President and CEO

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Country
SO GOOD IT'S GOT TO BE LEE'S	1,933,845	11/07/1995	United States
LEE'S FAMOUS RECIPE	1,311,285	12/25/1984	United States
FAMOUS RECIPE	0,974,710	12/11/1973	United States
FAMOUS RECIPE	1,013,215	06/10/1975	United States
FAST PAK	2,885,057	09/14/2004	United States
CRISPY PLUS	1,690,361	06/02/1992	United States