900275315 12/20/2013

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
Awrey Bakeries, LLC		102/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Minnie Marie Bakrey, LLC	
Doing Business As:	Awrey's Bakery	
Street Address:	12301 Farmington Road	
City:	Livonia	
State/Country:	MICHIGAN	
Postal Code:	48150	
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3309865	RIPPLE CAKE
Registration Number:	3309864	RIPPLE CAKE
Registration Number:	3312333	FRUIT SQUARES
Registration Number:	1560044	

CORRESPONDENCE DATA

Fax Number: 7342612400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (734) 261-2400
Email: psturdy@twmi.rr.com
Correspondent Name: Patrick R. Sturdy
Address Line 1: 33900 Schoolcraft

Address Line 4: Livonia, MICHIGAN 48150

ATTORNEY DOCKET NUMBER: 100153

900275315 TRADEMARK
REEL: 005182 FRAME: 0307

OP \$115,00 3309865

NAME OF SUBMITTER:	Patrick R. Sturdy
Signature:	/psturdy/
Date:	12/20/2013
Total Attachments: 4 source=assignmentdocs#page1.tif source=assignmentdocs#page2.tif source=assignmentdocs#page3.tif source=assignmentdocs#page4.tif	

TRADEMARK
REEL: 005182 FRAME: 0308

TRADEMARK, PATENT, AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of February 18, 2013 (the "Effective Date") by and between Awrey Lending, LLC ("Assignor") and Minnie Marie Bakers, Inc., a Michigan corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Secured Party Asset Purchase Agreement dated of even date herewith by and among Assignor, Assignee and the other parties listed therein (the "Purchase Agreement"), whereby Assignor sold certain assets to Assignee pursuant to the terms and conditions of the Purchase Agreement.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's interest in the intellectual property, including, without limitation, any United States Trademark Registrations and Applications, any patents, and copyrights identified on Exhibit A strached hereto (the "Assigned IP").

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

Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title, and interest in and to the Assigned IP, including the goodwill of the business associated therewith or symbolized thereby, together with any renewals and extensions thereof and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing and all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement or other unauthorized use of the Assigned IP assigned to Assignee hereunder.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record trademark registrations, applications, and title thereto, to record the Assigned IP and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this instrument.

(4184024))

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

(History | [Signature Page to Trademark, Patent, and Copyright Assignment)

TRADEMARK REEL: 005182 FRAME: 0310

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

[Signature Page to Trademerk, Patent, and Copyright Assignment]

Tradenames:

Awrey's America's Hometown Bakery

Awrey

Awrey's

Grande Muffin

Marquise

Bill Knapps

Ripple Cake

Fruit Squares

The Ultimate Coffee Cake.

Recipes/Formulas:

Those recipes and formula identified on Schedule 1.1(a)(i)

Licenses:

Those permits and licenses identified on Schedule 4.6(g)

Phone Numbers:

Msin: 734-522-1100 Facsimile: 734-522-!585

Toll Free: 800-950-2253 (or 800-950-BAKE)

Websites:

<u>www.Aurey.com</u> - Hosted by Network Solutions

[4183963]]

TRADEMARK REEL: 005182 FRAME: 0312

RECORDED: 12/20/2013