

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roman Meal Company		02/25/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Flowers Bakeries Brands, LLC		
Street Address:	1919 Flowers Circle		
City:	Thomasville		
State/Country:	GEORGIA		
Postal Code:	31757		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0692532		
Registration Number:	0812661		
Registration Number:	1496943	NATURAL WHOLE GRAIN GOODNESS	
Registration Number:	0860642	NATURAL WHOLE GRAIN GOODNESS	
Registration Number:	3224546	NUTRI-BRAN	
Registration Number:	3403675	ROMAN	
Registration Number:	0251517	ROMAN	
Registration Number:	0702358	ROMAN MEAL	
Registration Number:	1130070	ROMAN MEAL	
Registration Number:	0569545	ROMAN MEAL	
Registration Number:	0705658	ROMAN MEAL	
Registration Number:	0569365	ROMAN MEAL	
Registration Number:	3895266	BODYSMART	
Registration Number:	3019106	THAT'S EATING SMART	
Registration Number:	3178246	THE WISDOM OF WHOLE GRAINS	
Registration Number:	1448751	SUN GRAIN	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 0692532

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: miskowitz@kilpatricktownsend.com
Correspondent Name: Mark Iskowitz, Kilpatrick Townsend
Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	FI001-946451
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NAME OF SUBMITTER:	Mark Iskowitz, Kilpatrick Townsend
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SIGNATURE:	/mji/
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DATE SIGNED:	06/02/2015
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Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “*Agreement*”) is executed and delivered as of February 25, 2015 (the “*Effective Date*”), by and between Roman Meal Company, a Washington corporation (“*Assignor*”), and Flowers Bakeries Brands, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of the Effective Date, by and between Assignor and Assignee.

Recitals

WHEREAS, the Purchase Agreement provides, among other things, that Assignor will sell, transfer, assign, convey and deliver to Assignee, and Assignee will buy from Assignor, all right, title and interest in and to the Purchased Assets;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks and service marks, which are identified and set forth on Schedule A hereto or that otherwise constitute a “Purchased Asset” under the Purchase Agreement (the “*Marks*”); and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, subject to the terms and conditions of the Purchase Agreement, as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest of Assignor in and to the Marks, including without limitation (i) all renewals and extensions of the Marks; (ii) all goodwill of the Assignor’s business connected with the use of, and symbolized by, each Mark; (iii) all income, royalties, proceeds at any time due or payable or asserted under and with respect to any of the foregoing and (iv) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, 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 sale, conveyance, transfer and assignment had not been made.

2. Further Assurances. Assignor agrees, upon reasonable request and without further compensation, that Assignor and its legal representatives and assigns will do all lawful and commercially reasonable acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, to the extent applicable, and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and are not intended to confer third-party beneficiary rights upon any other person or entity.

5. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A facsimile or other electronic signature will be considered an original signature.

6. GOVERNING LAW. THE DOMESTIC LAW, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, OF THE STATE OF DELAWARE WILL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY AND INTERPRETATION OF THIS AGREEMENT AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT.

7. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY OF THE AGREEMENTS EXPRESSLY REFERENCED HEREIN. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH OF THE PARTIES HERETO, AND EACH SUCH PARTY HEREBY REPRESENTS THAT NO REPRESENTATION OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH PARTY HERETO FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

8. Purchase Agreement; Conflicts. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

ROMAN MEAL COMPANY

By: [Signature]
Name: William L. Matthei
Title: CFO

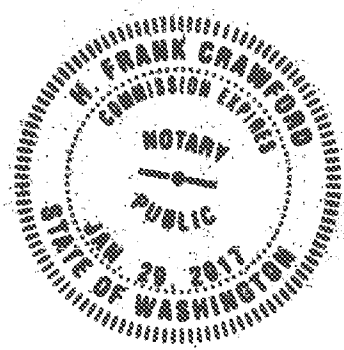
STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

On FEBRUARY 25, 2015 before me, H. FRANK CRANFORD, a Notary Public, personally appeared WILLIAM L. MATTHEI, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WASHINGTON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public IN AND FOR STATE OF WASHINGTON
RESIDING AT TACOMA



FLOWERS BAKERIES BRANDS, LLC

By: [Signature]
Name: Ryals McMullian
Title: Assistant Secretary

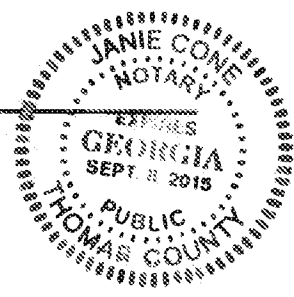
STATE OF GEORGIA)
)
COUNTY OF THOMAS)

On _____, before me, Janie Cone, a Notary Public, personally appeared Ryals McMullian, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public










SCHEDULE A

[see attached]


ROMAN MEAL COMPANY





Trademark and Service Mark Portfolio by Country

Country	Mark	Owner	Master Appl. No.	Appl. Date/Reg. No.	Reg. Date	Goods/Services	Due Dates
United States	Gladiator Design 	Roman Meal Company	172603	72/074,892	06/01/1958	02/02/196830 - Bread, buns and cereal (Int. 30).	02/02/2020 Renewal
United States	Gladiator Design 	Roman Meal Company	185278	72/231,235	10/22/1965	08/09/196830 - Cereal grain mix which is used as a breakfast cereal and as a basic ingredient in baking (Int. 30).	08/09/2016 Renewal
United States	NATURAL WHOLE GRAIN GOODNESS 	Roman Meal Company	172606	73/673,664	07/23/1967	07/19/198830 - Bakery goods (Int. 30).	07/19/2018 Renewal
United States	NATURAL WHOLE GRAIN GOODNESS	Roman Meal Company	172597	72/284,108	11/03/1967	11/19/196846 - Bread, cereal (Int. 46).	11/19/2018 Renewal
United States	NUTRI-BRAN	Roman Meal Company	906469	78/797,354	01/23/2006	04/03/200750 - Bakers mix for bread (Int. 30).	04/03/2017 Renewal
United States	ROMAN	Roman Meal Company	915351	78/971,776	09/11/2006	03/25/200830 - Bread (Int. 30).	03/25/2018 Renewal
United States	ROMAN & Gladiator Design in Double Circle 	Roman Meal Company	172598	71/259,460	12/29/1927	01/08/192830 - Cereal breakfast food and bread (Int. 30).	01/08/2019 Renewal
United States	ROMAN MEAL & Double Circle Design (in circular script) 	Roman Meal Company	172599	72/074,893	06/01/1959	08/02/196830 - Bread, buns, cereal and rolls (Int. 30).	08/02/2020 Renewal
United States	ROMAN MEAL & Double Scroll Design 	Roman Meal Company	172572	73/182,180	08/15/1978	01/29/198830 - Bread (Int. 30).	01/29/2020 Renewal
United States	ROMAN MEAL & Gladiator Design in Double Circle 	Roman Meal Company	172596	71/627,089	03/26/1952	01/29/195350 - Bread (Int. 30).	01/29/2023 Renewal

Country	Mark	Owner	Matter	App. No.	Appl. Date	Reg. No.	Reg. Date	Goods/Services	Due Dates
United States	ROMAN MEAL & Single Scroll Design	Roman Meal Company	172602	72/074,894	06/01/1959	703,658	10/11/1964	330 - Biscuits, bread, buns, cereal and rolls (Int. 30).	10/11/2020 Renewal
United States	ROMAN MEAL (Stylized) (in Circular Script)	Roman Meal Company	172576	71/568,669	11/12/1948	569,365	01/20/1953	330 - Breakfast cereals; a blend of whole wheat flour, whole rye, wheat bran and flax for use by bakers; and bread (Int. 30).	01/20/2023 Renewal
United States	BODYSMART	Roman Meal Company	383583	77/899,342	12/22/2009	895,266	12/21/2010	30 - Bakery goods; Bread (Int. 30).	12/21/2016 Affidavit of Use 12/21/2020 Renewal
United States	THAT'S EATING SMART	Roman Meal Company	273395	76/575,537	02/13/2004	619,106	11/29/2005	330 - Bread, hamburger buns, hotdog rolls (Int. 30).	11/29/2015 Renewal
United States	THE WISDOM OF WHOLE GRAINS	Roman Meal Company	288806	78/579,100	03/03/2005	178,246	11/28/2006	330 - Bread, buns, English muffins and whole-grain snack foods (Int. 30).	11/28/2016 Renewal
United States	SUN GRAIN	Roman Meal Company	172591	73/618,080	09/04/1986	1,448,751	07/21/1987	30 - Bread (Int. 30).	07/21/2017 Renewal

ROMAN MEAL COMPANY
Bermuda, Canada, and Mexico as of February 20, 2015

<i>Country</i>	<i>Mark</i>	<i>Owner</i>	<i>Master</i>	<i>Appl. No.</i>	<i>Appl. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Goods/Services</i>	<i>Due Dates</i>
Bermuda (1)	ROMAN MEAL	Roman Meal Company	175522	8753	03/14/1979	8753A	03/14/1979	00 - All goods in class 30 including bread, biscuits, buns, cereal, cookies, flour, muffin mix, pancake mix, rolls, baker's mix, frozen waffles, English muffins, cakes, pastries and crackers (Int. 30).	03/14/2028 Renewal
Bermuda (2)	ROMAN MEAL & Gladiator Design in Double Circle 	Roman Meal Company	Handled by local attorney	N/A	N/A	50897	8/17/2012	00 - All goods in class 30	8/15/2018 Renewal
Canada (1)	CANADIAN HERITAGE	Roman Meal Company	175465	681,576	05/03/1991	TMA420,515	12/10/1993	00 - Bread, and 00 - Baked goods namely, rolls, English muffins and bagels.	12/10/2023 Renewal
Canada (2)	ROMAN	Roman Meal Company	175488	544,701	09/11/1997	TMA328,416	06/05/1998	00 - English muffins, 00 - Baker's mixture (being special blends of grains, used as an ingredient in the manufacture of bread); 00 - Cereal food products, crackers, biscuits, muffins, waffles, spaghetti, lasagna, pasta, 00 - Bread, 00 - Buns and rolls, and 00 - Bagels.	06/05/2017 Renewal
Canada (3)	ROMAN MEAL	Roman Meal Company	175463	157,022	09/11/1997	TMDA054,575	06/20/1992	00 - Biscuits, English muffins, 00 - Cereal food products, 00 - Bread, 00 - Crackers, muffins, 00 - Baker's mixture (being special blends of grains, used as an ingredient in the manufacture of bread); 00 - Buns and rolls; and 00 - Bagels.	06/20/2017 Renewal

Country	Mark	Owner	Matter	App. No.	Appl. Date/Reg. No.	Reg. Date	Goods/Services	Due Dates
Canada (4)	ROMAN MEAL & Gladiator Design in Double Circle 	Roman Meal Company	175266	544,700	06/26/1985/1MA355,167	04/28/1984	Bread; biscuits; muffins.	04/28/2019 Renewal
Canada (5)	ROMAN MEAL & Gladiator Design in Double Circle 	Roman Meal Company	175272	536,589	09/28/1970/1MA179,353	11/05/1970	Cereal food products; bread, crackers, biscuits, baker's mixture (being special blends of grains, used as an ingredient in the manufacture of bread), muffins, waffles, spaghetti, lasagna, pasta, English muffins, buns and rolls; bagsels.	11/05/2016 Renewal
Mexico (1)	ROMAN MEAL & Gladiator Design in Double Circle 	Roman Meal Company	185565	131332	01/23/1992/511711	11/30/1993	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionery, ice, honey treacle, yeast, baking-powder, salt, mustard, vinegar, sauces (except salad dressings), spices, (Int. 30).	01/23/2022 Renewal
Mexico (2)	ROMAN MEAL & Design 	Roman Meal Company	Handled by local attorney	N/A	12/15/2008/219731	5/30/2011	Cereals, bread, flour, and in general coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee, flour and preparations made from cereals, bread, pastry and confectionery, ice, honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices, ice. (Int. 30)	12/15/2018 Renewal