

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382211

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ConAgra Foods RDM, Inc.		04/25/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha Baking Co., Inc.		
<b>Street Address:</b>	4545 West Lyndale		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60639		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1313684	THE BUN BASKET	
<b>Registration Number:</b>	1302934	THE BUN BASKET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129206596		
<i>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.</i>			
<b>Phone:</b>	312-750-8937		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Christopher J. Verstrate, McGuireWoods		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	5031840-0009		
<b>NAME OF SUBMITTER:</b>	Christopher J. Verstrate		
<b>SIGNATURE:</b>	/Christopher J. Verstrate/		
<b>DATE SIGNED:</b>	04/28/2016		
<b>Total Attachments: 4</b>			
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source=Assignment to Alpha Baking Co., Inc#page3.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of April 25, 2016, by and between ConAgra Foods RDM, Inc., a Delaware corporation ("Assignor"), and Alpha Baking Co., Inc., an Illinois corporation ("Assignee"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS:

- (a) Assignor and Assignee have entered into that certain Asset Purchase Agreement dated March 23, 2016 ("Purchase Agreement") relating to the acquisition by Assignee of the trademarks listed on Exhibit 1 hereto ("Trademarks") from the Assignor.
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

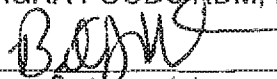
1. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, all of Assignor's right, title and interest in and to the Trademarks.
2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Trademarks.
3. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.
4. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).
5. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

**[Remainder of Page Intentionally Left Blank - Signature Page to Follow]**

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

CONAGRA FOODS RDM, INC.

By:   
Name: Bill S. Heh  
Its: Authorized Representative

ASSIGNEE:

ALPHA BAKING CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

CONAGRA FOODS RDM, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

ALPHA BAKING CO., INC.

By: Robert Seaman  
Name: Robert Seaman  
Its: Vice President

EXHIBIT 1  
Trademarks

Trademark	Serial No.	Registration No.
The Bun Basket and design	73396806	1313684
The Bun Basket	73396804	1302934