



To the Honorable Commissioner of Patent

101471294

original documents or copy thereof.

1. Name of conveying party(ies): 9-14-00
 Great Lake Bakery, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Clear Lake Specialty Products, Inc.
 Internal Address: _____
 Street Address: 1401 6th Avenue S.
 City: Clear Lake State: IA Zip: 50428-2605

Individual(s) citizenship _____
 Association _____
 General Partnership
 Limited Partnership
 Corporation - Iowa
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 1, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2175168

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter W. Becker, Esq.
Internal Address: Suite 2100

Street Address: 1000 North Water Street
City: Milwaukee State: WI Zip: 53202-3186

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
18-0882
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9/26/2000 MTHAI1 00000206 2175168

1 FC:4819. Statement and signature fee of \$40.00
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Peter W. Becker
Name of Person Signing

Signature

September 11, 2000
Date

Total number of pages including cover sheet, attachments, and document: [4]

654551

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

The Trademark: Aunt Bonnie's

Serial Number: 75-354043

Registration Number: 2175168

Registration Date: July 21, 1998

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT, effective as of the 1 day of September, ~~1999~~²⁰⁰⁰ is by and between THE CLEAR LAKE BAKERY, INC., a Delaware corporation ("Assignor") and CLEAR LAKE SPECIALTY PRODUCTS, INC., an Iowa corporation ("Assignee").

RECITALS

A. Assignor is the sole owner of the trademark listed on Schedule A attached hereto (the "Trademark").

B Pursuant to a Stock Purchase Agreement dated October 21, 1998 among Metz Baking Company ("Metz") and the former shareholders of Assignor (the "Stock Purchase Agreement"), Metz purchased all of the issued and outstanding stock of Assignor.

C Pursuant to the terms of the Stock Purchase Agreement, all of the stock of Assignee and all of its assets, including, without limitation, intellectual property, were not transferred to Metz. All of the stock of Assignor was transferred to the former shareholders of Assignor and Assignee retained ownership of all of its assets.

D The Trademark was registered by Assignor. Notwithstanding the foregoing, prior to the date of the Stock Purchase Agreement the Trademark was used solely by Assignee in its business pursuant to an implied license from Assignor. The Trademark was not used by the Assignor in its business.

E In light of the foregoing, and in light of the provisions of section 6.03 of the Stock Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark under the terms and conditions contained herein, and Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest in and to the Trademark, together with the goodwill associated therewith.

2. Assignor Warranty. Assignor hereby warrants and represents that it has the unrestricted right to make this Assignment free and clear of all liens, encumbrances, security interests and rights of any third party. Assignor further represents

and warrants that no assignment, sale, license, agreement or any other encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor Cooperation. Assignor and its successors and assigns further agree to, without further consideration except for reasonable out-of-pocket expenses, promptly provide Assignee with all pertinent documents relating to the Trademark and will, upon Assignee's reasonable request, provide Assignee with all pertinent facts relating thereto. Assignor further agrees to testify as to said facts and documents in any litigation or proceeding related to the Trademark. Assignor will promptly execute and deliver to Assignee or its legal representatives, and as appropriate will undertake all reasonable efforts to secure the same from its employees, agents, officers and directors, any and all papers, instruments, documents, affidavits or declarations determined by Assignee in its reasonable judgment as required by Assignee to apply for, obtain, maintain, issue or enforce the Trademark.

4. Assignment of Accrued Enforcement Rights. Assignor assigns and transfers to Assignee any and all claims or causes of action for infringement of the Trademark that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claim or cause of action.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

Dated as of the date first above written.

ASSIGNOR:

THE CLEAR LAKE BAKERY, INC.

BY 

Its VICE PRESIDENT

ASSIGNEE:

CLEAR LAKE SPECIALTY PRODUCTS, INC

BY 

Its PRESIDENT