

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quality Bakery Products of Detroit, Inc.		02/08/2000	CORPORATION: MICHIGAN
Quality Bakery Products of Knoxville, Inc.		02/08/2000	CORPORATION: TENNESSEE
Quality Bakery Products of New Jersey, Inc.		02/08/2000	CORPORATION: NEW JERSEY
Four H Properties, Inc.		02/08/2000	CORPORATION: TENNESSEE
Four H Services, Inc.		02/08/2000	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Old London Foods, Inc.
Street Address:	1776 Eastchester Road
City:	Bronx
State/Country:	NEW YORK
Postal Code:	10461
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1466472	QUALITY HEARTH

CORRESPONDENCE DATA

Fax Number: (212)592-1500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.592.1400
 Email: bwerb@herrick.com
 Correspondent Name: Barry Werbin
 Address Line 1: 2 Park Avenue
 Address Line 2: Herrick, Feinstein LLP
 Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	4978-001	TRADEMARK
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NAME OF SUBMITTER:

R Broder

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT dated as of February 8, 2000 by and among QUALITY BAKERY PRODUCTS OF DETROIT, INC., a Michigan corporation ("QBP Detroit"), QUALITY BAKERY PRODUCTS OF KNOXVILLE, INC., a Tennessee corporation ("QBP Knoxville"), QUALITY BAKERY PRODUCTS OF NEW JERSEY, INC., a New Jersey corporation ("QBP New Jersey"), FOUR H PROPERTIES, INC., a Tennessee corporation ("4H Properties"), FOUR H SERVICES, INC., a Tennessee corporation ("4H Services") (QBP Detroit, QBP Chicago, QBP Knoxville, QBP New Jersey, 4H Properties and 4H Services hereinafter collectively referred to as "Assignors" and each individually referred to as a "Assignor"), and OLD LONDON FOODS, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignors and Assignee and certain other parties have entered into that certain Asset Purchase Agreement dated November 24, 1999 ("Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement Assignors agree to sell, assign and transfer to Assignee certain trademarks and trade names and Assignee agrees to accept and receive the assignment of such trademarks and trade names; and

WHEREAS, capitalized terms used herein without definition have the meanings respectively assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sale, transfer, conveyance, assignment and delivery of the Acquired Assets by Assignors to Assignee and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Proprietary Rights. Assignors hereby transfer and assign to Assignee and Assignee hereby receives and accepts from Assignors all of each Assignor's rights, goodwill, obligations and interest in and to the trade names and trademarks set forth in Exhibit A (the "Trademarks").

2. Further Assurances. Each Assignor hereby warrants and represents to Assignee that such Assignor own all rights, title and interest in and to the Trademarks. Each Assignor further warrants and represents that such Assignor has all the necessary rights to enter into this Agreement and to assign the Trademarks to Assignee free and clear of all liens and encumbrances. Assignee and each Assignor agree to use reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under

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applicable laws, regulations or otherwise, to consummate and make effective the transactions contemplated by this Assignment Agreement.

3. No Rights in Third Parties. Nothing expressed or implied herein is intended to confer upon any person, other than Assignee and Assignors and their respective successors and assignees, any rights, remedies, obligations or liabilities hereunder or by reason hereof.

4. Amendment. This Assignment Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving affect to principles of conflicts of laws). Any and all disputes arising under this Assignment and Assumption Agreement shall be resolved exclusively in the federal or state courts located in New York. Each of the parties hereto hereby consents to the exclusive jurisdiction (personal and subject matter) and the exclusive venue of the federal and state courts located in the State of New York.

IN WITNESS WHEREOF, each party hereto has executed this Assignment Agreement on the date and year first above written.

OLD LONDON FOODS, INC.

BY: 

Name: John S. Wilcha
Title: Chairman, President
and Chief Executive Officer

QUALITY BAKERY PRODUCTS
OF DETROIT, INC.

BY: 

Name: Harold J. Hink
Title: President

QUALITY BAKERY PRODUCTS
OF KNOXVILLE, INC.

BY: 

Name: Harold J. Hink
Title: President

**QUALITY BAKERY PRODUCTS
OF NEW JERSEY, INC.**

BY: 

Name: Harold J. Hink
Title: President

FOUR H PROPERTIES, INC.

BY: 

Name: Harold J. Hink
Title: President

FOUR H SERVICES, INC.

BY: 

Name: Harold J. Hink
Title: President

Exhibit A

Registered Trademarks

Mark: Quality Hearth
Reg. No.: 1466472
Reg. Date: 11/24/87

Common Law Trademarks

Quality Bakery Products
Quality Bakery Products, Inc.

Tradenames

Quality Bakery Products
Quality Bakery Products, Inc.
Quality Bakery Products of Detroit, Inc.
Quality Bakery Products of New Jersey, Inc.
Quality Bakery Products of Knoxville, Inc.
Four H Properties, Inc.
Four H Services, Inc.
Dry Food Products