

**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
Custom Baking Company		10/14/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	McKee Foods Kingman, Inc.
Street Address:	2675 West Oatman Road
City:	Kingman
State/Country:	ARIZONA
Postal Code:	86413-7701
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	0659608	GREGS
Registration Number:	1386198	SUNNY
Registration Number:	2436327	SUNNY
Registration Number:	2655280	SUNNY

CORRESPONDENCE DATA	
Fax Number:	(423)508-1499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	423-756-3000
Email:	dguy@cbslawfirm.com
Correspondent Name:	David J. Hill
Address Line 1:	Two Union Square
Address Line 2:	1000 Tallan Building
Address Line 4:	Chattanooga, TENNESSEE 37402

ATTORNEY DOCKET NUMBER:	01255_18-0401
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NAME OF SUBMITTER:	Donna Guy
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OP \$115.00 0659608

Total Attachments: 2  
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## ASSIGNMENT

This Assignment is made effective the 14<sup>th</sup> day of October, 2004, by Custom Baking Company, a Tennessee corporation having as its address 3800 Amnicola Highway, Chattanooga, Tennessee 37406 ("Assignor").

IN CONSIDERATION OF the payment of \$100,000 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely and irrevocably sells, assigns, transfers, conveys, and sets over to McKee Foods Kingman, Inc., an Arizona corporation having its principal place of business in Kingman, Arizona (hereinafter referred to as "Assignee"), any and all right, title, and interest Assignor has in and to the property and related rights described on Exhibit A attached hereto, except for and subject to the terms and provisions contained in that certain Asset Purchase Agreement among Assignor, Bake-Line Group, LLC, Geosor Corporation, and McKee Foods Corporation, dated March 15, 2004 ("Agreement"). Unless otherwise expressly defined herein, all terms used in this Assignment or the attached Exhibit A that begin with a capital letter shall have the meanings assigned to them in the Agreement, and, unless otherwise expressly defined in the Agreement, all references to personal property or related property rights shall have the meanings ascribed to them in the Delaware Uniform Commercial Code.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date set forth above.

Custom Baking Company:

By: 

Russell E. McKee, Jr.  
President & CEO

Exhibit A

INTANGIBLE PERSONAL PROPERTY

1. All names, brand names, trade names, trademarks, service marks, trade dress, patents, copyrights, domain names (URLs), logos, telephone numbers, and any and all other proprietary materials and intellectual property, and all marks or designs relating thereto and all derivations and variations thereof, whether or not registered with any governmental authority, used in connection with the Purchased Assets, including without limitation the following:

- (a) the names CupoJoy and Cup-O-Joy;
- (b) the name Custom Baking; and
- (c) the following United States registered trademarks:

	<u>Mark</u>	<u>Registration No.</u>
1.	GREGS	0659608
2.	SUNNY and design	1386198
3.	SUNNY and design	2436327
4.	SUNNY	2655280

2. All technical and marketing information, art work, advertising and promotional materials and related documents used in connection with the Purchased Assets.

3. The rights of Bake-Line Group under all warranties and guaranties related to the Purchased Assets.

4. All recipes, formulas, know how and trade secrets used in connection with the Purchased Assets.

5. All goodwill associated with such intangible personal property and all rights and privileges granted and secured thereby, including the right to sue for past, present and future infringement.