

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSI Foodservice Company		12/29/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Quality Bakeries, LLC		
Doing Business As:	DBA Burry Foodservice		
Street Address:	53 Southgate Course		
City:	Saint Charles		
State/Country:	ILLINOIS		
Postal Code:	60174		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2794415	BURRY	
Registration Number:	1713985	BURRY'S BEST	
Registration Number:	1637036	BRISTOL WAFERS	
Registration Number:	0964297	CRIS BIX	
CORRESPONDENCE DATA			
Fax Number:	(630)584-7435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-258-5565		
Email:	tony@burryfoodservice.com		
Correspondent Name:	Robert Anthony Hyler		
Address Line 1:	53 Southgate Course		
Address Line 4:	saint charles, ILLINOIS 60174		
NAME OF SUBMITTER:	Robert A Hyler		

OP \$115.00 2794415

Signature:

/224880215/

Date:

04/06/2007

Total Attachments: 5

source=TrademarkTransfer#page1.tif

source=TrademarkTransfer#page2.tif

source=TrademarkTransfer#page3.tif

source=TrademarkTransfer#page4.tif

source=TrademarkTransfer#page5.tif

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 29th day of December, 2006 by and between CSI Foodservice Company (Seller), and Quality Bakeries, LLC (Purchaser).

In consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Seller shall sell and Purchaser shall purchase, free and clear of all liens, encumbrances and liabilities, those assets of Seller's business, commonly known as Intellectual Properties consisting of trademarks, all of which are more fully described and enumerated in Schedule A which is attached and by this reference made a part hereof.

2. Purchaser shall pay the Seller as the purchase price for the foregoing the sum of \$500 dollars (\$). The total purchase price shall be payable in cash at closing.

3. Seller shall sell, assign, transfer, and convey to Purchaser the assets, free of all liabilities.

4. At the closing, Seller shall deliver to Purchaser possession of the assets, and good and sufficient instruments of transfer, conveying and transferring the assets to Purchaser. Such delivery shall be made against payment and delivery to the Seller of the price as set forth herein above. The instruments of transfer shall contain covenants and warranties that Seller has good and marketable title in and to the assets.

5. Seller covenants, warrants and represents:

(a) He is the owner of and has good and marketable title to all of the assets enumerated in the attached Exhibit A, free from all encumbrances, except

(b) Seller shall indemnify and hold harmless Purchaser from any and all claims of its creditors and such assets shall transfer to Purchaser, free and clear of all liens and encumbrances.

All representations and warranties made by Seller shall survive the Closing.

6. This Agreement shall be binding upon the personal representatives, successors and assignees of the parties. This Agreement and any accompanying instruments and documents include the entire transaction between the parties and there are no representations, warranties, covenants or conditions, except those specified herein or in accompanying instruments and documents.

9. All covenants, warranties and representations herein shall survive this Agreement and the Closing Date.

10. This Agreement shall be governed in all respects by the laws of the State of Illinois.

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

CSI Foodservice Company

Robert A. Hyler President 12/29/06

Seller

Quality Bakeries, LLC

Robert A. Hyler Managing Director 12/29/06

Purchaser

SCHEDULE A

TRADEMARKS

United States Trademarks

BURRY, Registration Number 2,794,415

BRISTOL WAFER, Registration Number 1,637,036

BURRY'S BEST, Registration Number 1,713,985

CRIS BIX, Registration Number 964,297

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT made this 29th day of December, 2006 by and between CSI Foodservice Company (Assignor), and Quality Bakeries, LLC (Assignee).

That Assignor has adopted and is using a mark registered in the United States Patent Office, schedule A and Assignee is desirous of acquiring such mark and the registration thereof.

That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

CSI Foodservice Company

Robert A. Hefer President 12/29/06

Assignor

Quality Bakeries, LLC

Robert A. Hefer Managing Director 12/29/06

Assignee

SCHEDULE A

TRADEMARKS

United States Trademarks

BURRY, Registration Number 2,794,415

BRISTOL WAFER, Registration Number 1,637,036

BURRY'S BEST, Registration Number 1,713,985

CRIS BIX, Registration Number 964,297