

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Conveyance of All Assets	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMI Management Ltd.		12/29/2003	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Lesaffre Yeast Corporation		
Street Address:	7475 West Main Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53214		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1608412	BAKIPAN	
Registration Number:	1802215		
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-981-4194		
Email:	kennedyp@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy		
Address Line 1:	Eighteenth and Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	52738.32 BAKIPAN		
NAME OF SUBMITTER:	Paul J. Kennedy		
Signature:	/paul j. kennedy/		

OP \$65.00 1608412

Date:

05/28/2010

Total Attachments: 7

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GENERAL CONVEYANCE

THIS AGREEMENT is dated December 29, 2003.

BETWEEN:

SMI ACQUISITION CORP., a British Columbia company
having its registered office at P.O. Box, 10424, Pacific Centre,
1300 - 777 Dunsmuir Street, Vancouver, British Columbia

(the "Company")

AND:

LESAFFRE YEAST CORPORATION, a Delaware corporation
having an office at 433 East Michigan Street, Milwaukee, WI

(the "Shareholder")

WHEREAS:

- A. The Shareholder owns all the issued and outstanding shares in the Company;
- B. The dissolution of the Company, the distribution of its assets *in specie* to the Shareholder, and the discharge of its liabilities, if any, by the assumption thereof by the Shareholder, have been approved by resolutions of the Company;
- C. The Company and the Shareholder wish to enter into this Agreement in order to effect the distribution of the assets of the Company to the Shareholder and the assumption by the Shareholder of the debts and liabilities, if any, of the Company incidental to and as part of the dissolution of the Company; and
- D. The Shareholder will assume all debts, obligations and liabilities of the Company, if any, and will pay all expenses incurred by the Shareholder or the Company in connection with the dissolution of the Company or this Agreement;

THIS AGREEMENT WITNESSES THAT, for good and valuable consideration, the Company and the Shareholder agree as follows:

- 1. The Company hereby assigns, transfers, conveys and sets over to the Shareholder, and its successors and assigns, all right, title and interest in and to all property and assets of the Company of every nature and kind whatsoever including, without limiting the generality of the foregoing:
 - (1) all property of the Company, movable or immovable, real or personal, of every kind and wheresoever situate, and whether freehold or leasehold, and any leases,

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options to purchase, and any and all other interests in or to real property, or licences, franchises and similar rights owned or held by the Company or to which the Company may hereafter be entitled;

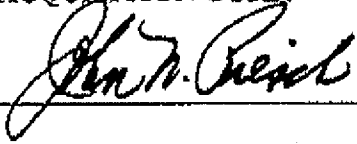
- (2) all choses-in-action, including all book debts, accounts receivable, tax refunds and other debts, due or accruing due to the Company and the full benefit and advantage of all securities for such debts, and all refunds, deposits, trust monies, judgments and awards to which the Company is or may become entitled;
 - (3) the full benefit and advantage of all existing contracts, engagements and insurance policies to which the Company may be entitled;
 - (4) all warranties, licences, permits and rights of the Company;
 - (5) all cash on hand, on deposit in any chartered bank, trust company or other financial institution and all other negotiable instruments, bills, notes, shares, bonds, debentures and other securities (if any) owned by the Company; and
 - (6) all other property, assets and rights wheresoever situated and of whatever nature and kind to which the Company is or may hereafter be entitled in connection with the business formerly carried on by it, the investments made by it or otherwise.
2. The Shareholder will surrender for cancellation to the Company all share certificates held by the Shareholder representing all of the issued and outstanding shares in the Company.
 3. The Shareholder hereby assumes and agrees to indemnify and cause the Company to be discharged from liability in respect of any and all of the debts, liabilities, obligations, claims, demands, costs and expenses whatsoever now or hereafter outstanding or payable by the Company and will bear all expenses in connection with the dissolution of the Company and in connection with this Agreement, including any and all loss or damage suffered or incurred by the Company in respect of the obligation to make payments of any nature whatsoever on the debts, liabilities, obligations, claims, demands, costs and expenses hereby assumed.
 4. The Company hereby irrevocably constitutes and appoints the Shareholder as the true and lawful attorney of the Company for and in the name of the Company with full power of substitution, to file all tax returns and make and file all elections in connection therewith and to do and execute all other acts, deeds, transfers, matters and things whatsoever necessary to fully complete the assignment, transfer and conveyance to the Shareholder, its successors and assigns, of the property and assets described in Section 1 or any interest therein. The foregoing power of attorney is granted by the Company to the Shareholder in contemplation of the dissolution of the Company pursuant to the provisions of the *Company Act* (British Columbia) and the foregoing power of attorney, being coupled with an interest, will not be revoked by the dissolution of the Company or be otherwise revoked.

5. The Company and the Shareholder will execute such further agreements, instruments and documents and do such further acts as may reasonably be required to give effect to and carry out the full intent of this Agreement.
6. This Agreement is binding upon the Company and the Shareholder and their respective successors and assigns.

IN WITNESS WHEREOF each of the Company and the Shareholder has signed this Agreement

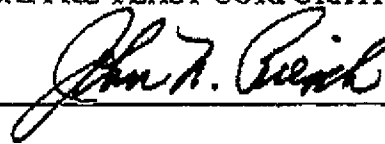
SMI ACQUISITION CORP.

By: _____



LESAFFRE YEAST CORPORATION

By: _____





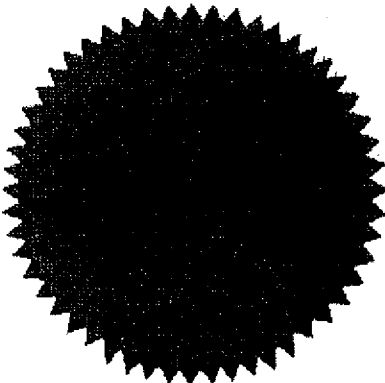
NUMBER: 684004

CERTIFICATE OF AMALGAMATION

COMPANY ACT

I Herely Certify that SMI Management Ltd., incorporation number 448813, Breadwinner's Baking Goods Ltd., incorporation number 492468, and SMI Acquisition Corp., incorporation number 672335, are amalgamated as one company under the name SMI ACQUISITION CORP.

*Issued under my hand at Victoria, British Columbia,
on December 24, 2003*



JOHN S. POWELL
Registrar of Companies
PROVINCE OF BRITISH COLUMBIA
CANADA



NUMBER: 448813

**CERTIFICATE
OF
CHANGE OF NAME**
COMPANY ACT

I Hereby Certify that

STRANKS MANAGEMENT INC.

has this day changed its name to

SMI MANAGEMENT LTD.

*Issued under my hand at Victoria, British Columbia
on July 25, 2003*



JOHN S. POWELL
Registrar of Companies
PROVINCE OF BRITISH COLUMBIA
CANADA

FORM 19

(Section 348)

PROVINCE OF BRITISH COLUMBIA

COMPANY ACT

SPECIAL RESOLUTION

The following special resolution was passed by the undermentioned Company on the date stated:

Name of Company: STRANKS MANAGEMENT INC.

Date resolution passed: June 30, 2003

Special Resolution:

RESOLVED as a Special Resolution that:

- (a) pursuant to Section 223 of the Company Act, the name of the Company be changed from STRANKS MANAGEMENT INC. to SMI MANAGEMENT LTD.;
- (b) pursuant to Section 217 of the Company Act and the foregoing provisions of this Special Resolution, the Memorandum of the Company be in the form of altered Memorandum attached hereto as Schedule "A".

Certified a true copy July 18, 2003.

(Signature)

Relationship to Company: Solicitor

I CERTIFY THIS IS A COPY OF A
DOCUMENT FILED ON

JUL 25 2003

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Certificate of
Incorporation No. 448813
JOHN S. POWELL
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA

SCHEDULE "A"

FORM 1

(Section 5)

COMPANY ACT

MEMORANDUM

OF

SMI MANAGEMENT LTD.

(as altered by Special Resolution dated June 30, 2003)

1. The name of the Company is "SMI MANAGEMENT LTD."
2. The authorized capital of the Company consists of 111,000 divided into:
 - (a) 10,000 Common shares with a par value of \$0.005 each;
 - (b) 100,000 Class A Preferred shares with a par value of \$0.001 each; and
 - (c) 1,000 Class B Preferred shares with a par value of \$0.001 each.

The special rights and restrictions attached to the Shares shall be as set forth and described in the Articles of the Company.