

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubschlager Baking Corporation		05/05/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Maplehurst Bakeries, LLC		
Street Address:	50 Maplehurst Dr.		
City:	Brownsburg		
State/Country:	INDIANA		
Postal Code:	46112		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86035525	RUBSCHLAGER	
Serial Number:	86035594	RUBSCHLAGER	
Serial Number:	77335687	RYE-OLA	
Serial Number:	75144325	NATURAL PREFERENCES	
CORRESPONDENCE DATA			
Fax Number:	3124276663		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3124271300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Burton S. Ehrlich		
Address Line 1:	224 S. Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	RUBSCHLAGER/MAPLEHURST AS		
NAME OF SUBMITTER:	Burton S. Ehrlich		
SIGNATURE:	/bsehrlich/		
DATE SIGNED:	07/10/2014		
Total Attachments: 5			

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Trademark and Intellectual Property Assignment

This Trademark and Intellectual Property Assignment (this "Assignment") is made as of May 5, 2014, by and between Rubschlager Baking Corporation, an Illinois corporation ("Seller") and Maplehurst Bakeries, LLC, an Indiana limited liability company ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of March 20, 2014 (as the same may be amended from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to, the Acquired Assets, in each case free and clear of any and all Liens.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment of Acquired Intellectual Property. On the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to, the registered trademarks and applications for registration of trademarks specifically listed on Annex A hereto and all other Intellectual Property included in the Acquired Assets, in each case free and clear of all Liens, including but not limited to: (a) all goodwill associated with such Intellectual Property and (b) all rights to sue and recover damages and payments for past, present and future infringements of such Intellectual Property. Notwithstanding the foregoing, Seller shall not be deemed to sell, assign, transfer, convey or deliver any Non-Assignable Asset, unless and until any required consent from an applicable third party shall have been obtained.

2. Purchase Agreement. This Agreement is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter, impair, modify, enhance or expand any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Further Assurances. Upon the reasonable request of any party hereto and at such requesting party's expense, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further actions as the requesting party may reasonably deem necessary or desirable to evidence and effectuate the sale, assignment, transfer, conveyance and delivery of the Purchased Contracts and all other intangible Acquired Assets contemplated hereby and by the Purchase Agreement.

5. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature page delivered via facsimile or electronic transmission (*e.g.*, PDF file) shall be binding to the same extent as an original signature page. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

SELLER:

RUBSCHLAGER BAKING CORPORATION

By: Paul Rubschlager
Name: PAUL RUBSCHLAGER
Title: PRESIDENT

BUYER:

MAPLEHURST BAKERIES, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

SELLER:

RUBSCHLAGER BAKING CORPORATION

By: _____

Name:

Title:

BUYER:

MAPLEHURST BAKERIES, LLC

By: Kevin Whitlock

Name: Kevin Whitlock

Title: Vice President, Finance


By: Stephanie Arinal

Name: Stephanie Arinal

Title: Assistant Secretary

Signature Page to Intellectual Property Assignment

**Annex A
Trademarks**

No.	Trade-Mark	Application No.	Registration No.
1.	RUBSCHLAGER	86-035525 (Filed August 12, 2013)	4517490 (Registered April 22, 2014; Use Affidavits Due April 22, 2019 – April 22, 2020)
2.	RUBSCHLAGER AND DESIGN 	86-035594 (Filed August 12, 2013)	NOT YET REGISTERED Notice of Publication issued --to be published May 13, 2014
3.	RYE-OLA	77-335687 (Filed November 21, 2007)	3467190 (Registered July 15, 2008; Renewal July 15, 2018)
4.	NATURAL PREFERENCES (Disclaimer: "NATURAL")	75-144325 (Filed August 5, 1996)	2122426 (Registered December 16, 1997; Renewed ; Renewal December 16, 2017)