

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Country Home Bakers, Inc.		06/24/2003	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Jessie Lord, LLC		
Street Address:	21100 S. Western Avenue		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90501-1700		
Entity Type:	limited liability corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1399734	JESSIE LORD	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714.424.2828		
Email:	tawnya@sheppardmullin.com		
Correspondent Name:	Tawnya R. Wojciechowski		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	03AV-105299		
NAME OF SUBMITTER:	Terry Cloyd		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") dated June 24, 2003, is between Country Home Bakers, Inc., a Connecticut Corporation located at 3 Enterprise Drive, Shelton, CT 06484 ("Assignor"), and Jessie Lord, LLC, a California limited liability corporation located at 21100 S. Western Avenue, Torrance, California ("Assignee").

RECITALS

- A. Pursuant to the Asset Purchase Agreement dated June 6, 2003 between Assignor and Assignee, Assignee is purchasing certain assets of Assignor located in Torrance, California, including a certain trademark.
- B. Assignor has adopted the trademark JESSIE LORD for convenience bakery products, namely, frozen pies, frozen turnover dough, frozen cookie dough and frozen yeast raised dough products, namely, frozen bread dough, frozen roll dough, frozen sweet roll dough, frozen danish dough, and frozen biscuit dough (the "Mark"). Assignor has not abandoned the Mark, and is the owner of all rights in the Mark, together with the goodwill symbolized by the Mark.
- C. Assignor owns the U.S. Registration for the mark JESSIE LORD, Reg. No. 1,399,734 (the "Registration").
- D. Assignor wishes to assign and Assignee wishes to obtain all right, title and interest in the Mark and the Registration, together with and any derivation thereof, logos and slogans, and the goodwill symbolized by the Mark.

TERMS

- 1. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, Assignor's entire worldwide right, title and interest in and to the Mark and the Registration, together with and any derivation thereof, logos and slogans, and all associated goodwill, together with any and all causes of action for infringement of the Mark, and all foreign and domestic registrations and pending applications for foreign and domestic registration of the Mark.
- 2. Assignor agrees to execute any additional documents reasonably requested by Assignee which are necessary to perfect the rights assigned to Assignee in this Assignment of Trademarks, and further agrees to take all steps necessary to properly record the assignment of the Registration to Assignee with the respective governmental agencies.

3. Assignor agrees to discontinue all use of the Mark by Assignor, its agents, employees, subsidiaries, divisions and affiliates immediately upon the execution of this Agreement and to refrain from using a confusingly similar mark in the future.
4. Assignor agrees not to contest the validity of the Mark or any foreign or domestic registration or pending application for foreign or domestic registration of the mark.
5. Assignor warrants that it is the owner of the Mark and the Registration, and that the Registration is in full force and effect.
6. Assignor warrants that at the time of this Agreement, it is unaware of any third-party users of the Mark other than Assignee, that it has not licensed use of the Mark to any third party, and that there is no pending or threatened litigation against it regarding its use or ownership of the Mark.
7. Assignor warrants that it is the owner of the Registration; that the Mark as shown therein has been in continuous use in interstate commerce for over five consecutive years from the date of registration to the present for convenience bakery products; that such mark is still in use in interstate commerce; that there has been no final decision adverse to registrant's claim of ownership of such mark for such goods; or to registrant's right to register the same or to keep the same on the register, and that there is no proceeding involving said rights pending and not disposed of either in the Patent and Trademark Office or the courts.

ASSIGNOR:

COUNTRY HOME BAKERS, INC.

By:

Name:

Its:

Judith L. Borck
JUDITH L BORCK
PRESIDENT / C.E.O.