

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
General Mills Marketing, Inc.		05/15/2009	CORPORATION: DELAWARE
The Pillsbury Company, LLC		05/15/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Specialty Blending Co., LLC
Street Address:	1000 Wenig Road NE
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52402
Entity Type:	LIMITED LIABILITY COMPANY: IOWA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1468551	A TASTE OF FRANCE
Registration Number:	1354507	A TASTE OF FRANCE
Registration Number:	1371554	AUTUMN HARVEST
Registration Number:	1825318	BICENTENNIAL
Registration Number:	1219325	BOHEMIAN HEARTH
Registration Number:	1264403	COUNTRY HEARTH
Registration Number:	3195725	
Registration Number:	1826500	EARLY AMERICAN HEARTH
Registration Number:	0934528	GRANNY'S
Registration Number:	0786501	HILLBILLY OLD FASHION BREAD MADE FROM GRANNY'S OLD FASHION BREAD MIX GOOD TASTIN' NOURISHIN' TOO!
Registration Number:	0957925	HILLBILLY
Registration Number:	1713968	KIDS' CHOICE

OP \$615.00 1468551

Registration Number:	1265872	NATURE'S RECIPE
Registration Number:	0360431	OLYMPIC
Registration Number:	1128392	OLYMPIC MEAL
Registration Number:	2594841	PREMIUM CLASSICS
Registration Number:	0389177	PO-TA-DOH
Registration Number:	1766864	PREMIUM RECIPE
Serial Number:	78007835	SMART CHOICE
Registration Number:	1338246	STONE HEARTH
Registration Number:	1133790	STONE MILL FARMS
Registration Number:	1826514	NATURAL HEARTH
Registration Number:	2537406	HEARTY NOT HEAVY
Registration Number:	3415363	CHAMPION KIDS

CORRESPONDENCE DATA

Fax Number: (404)815-6555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6500
Email: abounds@kilpatrickstockton.com
Correspondent Name: Alicia Grahn Jones
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309-4530

ATTORNEY DOCKET NUMBER:	F1001-070025
NAME OF SUBMITTER:	Alicia Grahn Jones
Signature:	/agj/
Date:	06/04/2009

Total Attachments: 6
source=ASSIGNMENT#page1.tif
source=ASSIGNMENT#page2.tif
source=ASSIGNMENT#page3.tif
source=ASSIGNMENT#page4.tif
source=ASSIGNMENT#page5.tif
source=ASSIGNMENT#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 15, 2009 (the "Effective Date"), is made by and among General Mills Marketing, Inc., a Delaware corporation, The Pillsbury Company, LLC, a Delaware limited liability company (collectively, "Assignors"), and Specialty Blending Co., LLC, an Iowa limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignee is acquiring the Purchased Assets (as defined in the Purchase Agreement) from Assignors;

WHEREAS, Assignors are the record owner of the trademarks, listed in Schedule A hereto and incorporated in this Assignment by this reference (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Each Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of such Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Each Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignors shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in

connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment. Assignee shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and Assignee shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this Assignment.

4. This Assignment is entered into pursuant to the Purchase Agreement and is subject to the terms of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern to the extent of such conflict.

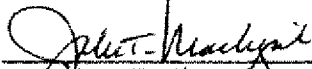
This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signatures appear on next page]

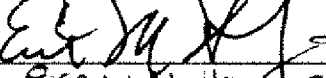
fb.us.4000505.03

IN WITNESS WHEREOF, each party hereto has hereunto set its hand as of the date first set forth above.

GENERAL MILLS MARKETING, INC.
a Delaware corporation

By: 
Name: John T. MacLusick
Title: Senior Vice President, President Baking & Foodservice

THE PILLSBURY COMPANY, LLC
a Delaware limited liability company

By: 
Name: Ernest M. Harper
Title: Vice President

SPECIALTY BLENDING CO., LLC
an Iowa limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each party hereto has hereunto set its hand as of the date first set forth above.

GENERAL MILLS MARKETING, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

THE PILLSBURY COMPANY, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SPECIALTY BLENDING CO., LLC
an Iowa limited liability company

By: Gene D. Lord
Name: GENE D. LORD
Title: PRESIDENT

Schedule A

MARK	STATUS	REG. NO.	APP. NO.	FILED DATE	REG. DATE	TERRITORY
A TASTE OF FRANCE (Stylized)	REGISTERED	1,468,551	73/655,802	4/17/1987	12/8/1987	UNITED STATES
A TASTE OF FRANCE (Stylized)	REGISTERED	1,354,507	73/435,873	7/25/1983	8/13/1985	UNITED STATES
AUTUMN HARVEST	REGISTERED	1,371,554	420,232	5/4/1983	11/19/1985	UNITED STATES
BICENTENNIAL	REGISTERED	1,825,318	73/826,347	9/19/1989	3/8/1994	UNITED STATES
BOHEMIAN HEARTH	REGISTERED	28220	F00612787		2/14/1990	ARIZONA
BOHEMIAN HEARTH	REGISTERED	1,219,325	73/225,187	7/27/1979	12/7/1982	UNITED STATES
COUNTRY HEARTH (Design)	REGISTERED	TMA5500 81	1020481	6/25/1999	8/23/2001	CANADA
COUNTRY HEARTH (Design)	REGISTERED	496730	851618	7/22/1997	6/26/1998	CANADA
COUNTRY HEARTH	REGISTERED	550327	1021418	7/7/1999	8/30/2001	CANADA
COUNTRY HEARTH	REGISTERED	261225	91-28381	9/30/1991	4/21/1993	SOUTH KOREA
COUNTRY HEARTH	REGISTERED	1,264,403	0,380,801	8/19/1982	1/17/1984	UNITED STATES
COUNTRY HEARTH (Design only)	REGISTERED	3,195,725	78/572,807	2/23/2005	1/9/2007	UNITED STATES
COUNTRY HEARTH	REGISTERED	84/9831	84/9831	11/7/1984	10/30/1985	SOUTH AFRICA
EARLY AMERICAN HEARTH	REGISTERED	1,826,500	73/821,095	8/23/1989	3/15/1994	UNITED STATES
GRANNY'S	REGISTERED	934,528	72/328,936	6/3/1969	5/23/1972	UNITED STATES
HILLBILLY OLD FASHION BREAD (Design)	REGISTERED	786,501	72/173,132	7/16/1963	3/9/1965	UNITED STATES
HILLBILLY	REGISTERED	957,925	72,407,848	11/16/1971	4/24/1973	UNITED STATES
KIDS' CHOICE	REGISTERED	1,713,968	74/130,913	2/16/1991	9/8/1992	UNITED STATES
NATURE'S RECIPE	REGISTERED	1,265,872	73/334,567	10/28/1981	1/31/1984	UNITED STATES
OLYMPIC (Stylized)	REGISTERED	360,431	71/384,211	10/10/1936	9/20/1938	UNITED STATES
OLYMPIC MEAL	REGISTERED	1,128,392	73/146,480	10/28/1977	12/25/1979	UNITED STATES
PREMIUM CLASSICS	REGISTERED	2,594,841	75/736,897	6/25/1999	7/16/2002	UNITED STATES
PO-TA-DOH	REGISTERED	389,177	437,694	11/8/1940	7/29/1941	UNITED STATES
PREMIUM RECIPE (Design)	REGISTERED	1,766,864	74/123,021	12/13/1990	4/20/1993	UNITED STATES

SMART CHOICE	PENDING		78/007,835	5/12/2000		UNITED STATES
STONE HEARTH	REGISTERED	1,338,246	73/491,695	7/26/1984	5/28/1985	UNITED STATES
STONE MILL FARMS (Design)	REGISTERED	1,133,790	73/155,160	1/12/1978	4/22/1980	UNITED STATES
NATURAL HEARTH	REGISTERED	1,826,514	74/374,638	4/2/1993	3/15/1994	UNITED STATES
HEARTY NOT HEAVY	REGISTERED	2,537,406	78/029,429	10/6/2000	2/5/2002	UNITED STATES
CHAMPION KIDS	REGISTERED	3,415,363	77/148,531	4/4/2007	4/22/2008	UNITED STATES