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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 | | 105/15/2009 | LIMITED LIABILITY COMPANY: DELAWARE | |

RECEIVING PARTY DATA

| Name: | Specialty Blending Co., LLC | |
|-----------------|---------------------------------|--|
| Street Address: | 000 Wenig Road NE | |
| City: | Cedar Rapids | |
| State/Country: | IOWA | |
| Postal Code: | 52402 | |
| Entity Type: | LIMITED LIABILITY COMPANY: IOWA | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3455757 | DURUWHITE |
| Registration Number: | 3410906 | DURUWHITE |
| Registration Number: | 1114200 | |
| Registration Number: | 3630525 | |

CORRESPONDENCE DATA

Fax Number: (404)393-9279

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-6500

Email: abounds@kilpatrickstockton.com

Correspondent Name: Nichole E. Davis
Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309-4528

ATTORNEY DOCKET NUMBER: FI001-383113 TRADEMARK

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| NAME OF SUBMITTER: | Nichole E. Davis |
|--|--------------------|
| Signature: | /Nichole E. Davis/ |
| Date: | 10/14/2009 |
| Total Attachments: 4 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif source=ASSIGNMENT#page4.tif | |

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TRADEMARK ASSIGNMENT AGREEMENT

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

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated May 15, 2009 (the "<u>Purchase Agreement</u>"), pursuant to which Assignee is acquiring the Purchased Assets (as defined in the Purchase Agreement) from Assignors;

WHEREAS, subsequent to the execution of the Purchase Agreement and the consummation of the transaction contemplated thereby, it was discovered that there existed additional Trademarks (as defined below) that should have been included as Purchased Assets and assigned to Assignee;

WHEREAS, Assignor is the record owner of the trademarks, listed in <u>Schedule A</u> hereto and incorporated in this Assignment by this reference (collectively, the "<u>Trademarks</u>");

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:

- 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 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. 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.

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- Assignor shall provide to Assignee, its successors, assigns or other legal 3. 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]

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: Jun Ward |
| Name: Trevor V. Gunderson |
| Title: Secretary |
| 3.00.20 2.500.200.3 |
| |
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| |
| THE PILLSBURY COMPANY, LLC |
| a Delaware Khited liability company |
| |
| By: June / June |
| Name: Trevor V. Gunderson |
| |
| Title: Secretary |
| |
| |
| |
| SPECIALTY BLENDING CO., LLC |
| an Iowa limited liability company |
| (1) al 11 |
| By: CMMulli |
| Name: Frals (MEMULLAN) |
| |
| Title: And Secretary |

Schedule A

| | | | | | | ********* |
|--|------------|-----------|------------|------------|-----------|-----------|
| | | | | FILED | REG. | |
| MARK | STATUS | REG. NO. | APP. NO. | DATE | DATE | TERRITORY |
| | | | , i | - | | UNITED |
| DURUWHITE | REGISTERED | 3,455,757 | 78/931624 | 07/18/06 | 6/24/2008 | STATES |
| []][]][]][][][][][][][][][][][][][][][| | | | | | |
| 1711111 | | | | | | UNITED |
| (Duruwhite Design) | REGISTERED | 3,410,906 | 78/931620 | 07/18/06 | 4/08/2008 | STATES |
| | | | | | | UNITED |
| SMART CHOICE | PENDING | | 78/330,694 | 11/20/2003 | | STATES |
| | | | | | | UNITED |
| (Hearth Logo) | REGISTERED | 1,114,200 | 73/131,308 | 6/21/1977 | 2/27/1979 | STATES |
| | | | | | | UNITED |
| (Bread and Hearth Logo) | REGISTERED | 3,630,525 | 77/591,920 | 10/14/2008 | 6/02/2009 | STATES |

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RECORDED: 10/14/2009

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