

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Josh S Schreider		04/24/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	BBC Acquisition, LLC		
Street Address:	9987 Carver Road		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3912552	BETTER BAKERY	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Justin Selle, Legal Assistant		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	124870/15		
NAME OF SUBMITTER:	Megan Manfred		
SIGNATURE:	/Megan Manfred/		
DATE SIGNED:	04/24/2015		
Total Attachments: 5			
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CH \$40.00 3912552

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "Assignment"), effective as of April 24, 2015 (the "Effective Date"), is by and between Josh Schreider, an individual residing in the United States ("Assignor"), on the one hand, and BBC Acquisition, LLC, a Delaware limited liability company, located at 9987 Carver Road, Blue Ash, Ohio 45242, ("Assignee"), on the other. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 12, 2015, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of April 21, 2015 (as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, and transfer to Assignee all of Assignor's rights, title, and interests in, to and under the name and mark BETTER BAKERY, including but not limited to all related service marks, trade names, trademarks, logos, and trade dress, and the registrations set forth on Schedule A hereto, and any other intellectual property owned by him and used in the Business, (collectively, the "Assigned IP"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned IP, and all goodwill related thereto, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all rights corresponding to the Assigned IP throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the patents, trademarks, copyrights, or other Assigned IP (as applicable), and to issue any and all patents, trademarks, copyrights or other Assigned IP (as applicable) 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, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

3. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

4. Counterparts; Effectiveness. This Assignment may be executed by the parties hereto individually or in any combination, in one (1) or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto. In the event that any signature to this Assignment or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” format data file to deliver a signature to this Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

5. Headings, Gender and Person. The headings of the various Articles and Sections headings contained in this Assignment are for convenience of reference only, and do not form a part of this Assignment and shall not affect in any way the meaning or interpretation of this Assignment. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.

7. Further Assurances. At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

JOSH SCHREIDER

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

ASSIGNEE:

BBC ACQUISITION, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

JOSH SCHREIDER

By: _____

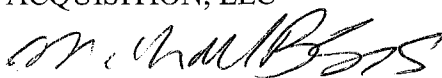
Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

BBC ACQUISITION, LLC

By:  _____

Name: Michael Sims

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 005503 FRAME: 0994

SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENT

Trademarks

Jurisdiction	Mark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner Name	Status
United States	BETTER BAKERY	77/952,836 (3/8/2010)	3,912,552 (1/25/2011)	Josh S. Schreider	Registered