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Y U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

McKee Foods Corporation

6-27-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: June 19, 2002

2. Name and address of receiving party(ies)

Name: McKee Foods Kingman, Inc.

Internal Address: _____

Street Address: 2675 West Oatman Road

City: Kingman State: AZ Zip: 86413

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Arizona
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Exhibit B to Assignment

B. Trademark Registration No.(s)

See Exhibit A to Assignment

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David J. Hill

Internal Address: Chambliss, Bahner & Stophel

Street Address: 1000 Tallan Bldg.

Two Union Square

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 80

7. Total fee (37 CFR 3.41).....\$ 2,015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David J. Hill

Name of Person Signing

David J. Hill

Signature

6/20/2002

Date

Total number of pages including cover sheet, attachments, and document: 11

06/20/2002 DBYRNE 00000200 1638619

01 FC:481
02 FC:482

40.00
1975.00

Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002529 FRAME: 0504

EXHIBIT A

Country	Registration Number	Trademark
US	1,638,019	America's Snack Favorite
US	1,554,927	Apple Delights
US	2,138,075	Baker's Finest
US	2,014,289	Baking Basics
US	850,698	Banana Twins
US	2,033,681	Berry Basic
US	1,950,955	Brownie Lights
US	2,034,563	Cappuccino Vanilla Nut Crunch Granola
US	2,062,200	Carrot Muffin Nut Crunch Granola
US	843,360	Choc-O-Jel
US	1,962,667	Miscellaneous design (Christmas Tree Cakes)
US	1,971,246	Christmas Tree Cakes
US	1,727,914	Cookie Wreaths
US	1,555,953	Devil Cremes
US	972,519	Devil Squares
US	853,318	Devil Twins
US	1,874,778	Easter Basket Cakes
US	1,668,717	Easter Puffs
US	1,823,026	Fancy Cakes
US	1,460,436	Fancy Cakes
US	1,432,145	Figaroos
US	1,839,545	Fruit Jammers
US	1,173,510	Fudge Frostees
US	2,116,887	Golden Toffee Crunch
US	940,606	Good Shepherd
US	2,156,221	Good Shepherd & design (Tree)
US	1,835,909	Good Shepherd
US	1,228,968	Granola Naturals
US	976,058	Heartland
US	1,112,831	Heartland & design (wheat farmer)
US	2,537,280	Hearty Life & design (Globe)
US	2,040,985	Hearty Life Natural Foods & design (Globe)
US	1,118,375	Hearty Life Natural Foods & design (Rooster Logo)
US	2,031,243	It's a New World for Granola Lovers
US	1,237,537	It's a Piece of Cake & design
US	839,224	Jel-Crème Rolls
US	1,995,688	Little Debbie & design (Bow Tie)
US	2,347,922	Little Debbie & design (Bow Tie)
US	968,788	Little Debbie (portrait)
US	783,765	Little Debbie (portrait)
US	967,756	Little Debbie
US	1,236,596	Little Debbie Has A Snack For You
US	735,443	Little Debbie
US	1,961,841	Macaroo
US	789,411	McKee
US	1,746,531	McKee Brands
US	1,276,442	Nature's Storehouse
US	1,048,246	Nature's Storehouse
US	1,048,247	Nature's Storehouse & design (Barn)
US	748,256	Nutty Bar

Country	Registration Number	Trademark
US	1,566,205	Nutty Bars
US	1,851,215	Oatmeal Lights
US	1,237,551	Oatmeal Naturals
US	1,236,616	Peanut Butter Naturals
US	1,020,656	ProKee
US	1,001,118	ProKee (stylized print)
US	1,766,093	Pumpkin Delights
US	1,952,939	Snack Favorites
US	1,542,109	Snack Favorites
US	2,107,921	Snack Smart
US	2,113,686	Sovex & design (Blue Logo)
US	1,006,963	Sovex
US	1,779,796	Spinwheels
US	1,118,894	Star Crunch
US	2,045,068	Strawberry Danish Nut Crunch Granola
US	1,228,969	Sunbelt
US	1,875,441	Sunbelt
US	2,029,055	Sunbelt & design
US	2,355,525	Sunbelt & design (Updated Logo)
US	1,149,968	Sunrise Farms
US	1,973,413	Unwrap A Smile Today

EXHIBIT B

Country	Application Number	Trademark
US	75/845,898	Apple Flips
US	75/873,519	Breakfast Express
US	75/092,883	Debbies
US	74/254,546	Debbies
US	75/471,387	Hearty Life & design (Banner)
US	76/016,602	Hearty Life Foods & design (Rooster Logo)
US	76/028,955	Hearty Life Natural Foods & design (Rooster Logo)
US	74/254,549	Little Debbie
US	76/405,592	Unwrap A Smile

ASSIGNMENT OF TRADEMARKS

This Assignment is made as of the 29th day of June, 2002, by McKee Foods Corporation, a Tennessee corporation, having its principal place of business in Collegedale, Tennessee (hereinafter referred to as "Company").

WITNESSETH

WHEREAS, Company owns a number of trademarks that have been used in the United States and elsewhere in the world (hereinafter referred to collectively as "the Trademarks"), including the registered trademarks which are listed on the attached Exhibit A (hereinafter referred to collectively as "the Registered Marks"), the trademarks that are the subject of pending applications for registration which are listed on the attached Exhibit B (hereinafter referred to collectively as "the Pending Marks") and other unregistered trademarks which are not the subject of pending applications for registration, including those listed on the attached Exhibit C (hereinafter referred to collectively as "the Unregistered Marks"); and

WHEREAS, each of the Trademarks is associated with certain of Company's products and/or services, or those of one or more related companies; and

WHEREAS, each of the Trademarks symbolizes at least a portion of the goodwill of Company's business; and

WHEREAS, Company and McKee Foods Kingman, Inc., an Arizona corporation, having its principal place of business in Kingman, Arizona (hereinafter referred to as "Kingman"), and certain of their affiliates and related companies are engaged in a restructuring of the relative rights and obligations of each to the others (hereinafter referred to as "the Restructuring"); and

WHEREAS, as a part of the Restructuring, Kingman is acquiring the Trademarks, together with the goodwill of Company's business symbolized thereby;

NOW, THEREFORE, for and in consideration of the covenants, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Company hereby assigns to Kingman all right, title, and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present, or future infringement of any of the Trademarks.
2. Company represents and warrants to Kingman that;
 - (a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee.
 - (b) Company has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all

requisite corporate authorities and will not result in a violation of any of the provisions of Company's corporate charter, bylaws or any agreement to which Company may be a party.

- (c) Company is the owner of the Trademarks, and no other person or entity has any security interest in any of the Trademarks, in any registration of any of the Registered Marks, or in any applications to register any of the Pending Marks or the Unregistered Marks.
- (d) Company has not abandoned or discontinued use, by itself or a related company, of the Trademarks.
- (e) There are no actions, suits, claims or proceedings pending or, to Company's knowledge threatened against Company in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby. Notwithstanding the foregoing representation and warranty, Company does not represent and warrant that any application for registration of any of the Pending Marks or any of the Unregistered Marks will result in the registration of such mark.
- (f) Company is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Kingman's use thereof or its rights therein.

3. Company shall indemnify and hold harmless Kingman, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation in or in connection with this Assignment.

4. In the event any third party infringes or otherwise violates Kingman's right, title and/or interest in and to any of the Trademarks, Company agrees to cooperate fully with Kingman to terminate such infringement or violation. Company agrees that Kingman has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.

5. Company hereby covenants and agrees to execute any and all documents reasonably requested by Kingman for the purpose of carrying out the intent and purposes of this Assignment. Company hereby further covenants and agrees that it will cooperate with Kingman to enable Kingman to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Company's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Kingman for participation in any legal or administrative proceedings involving the Trademarks.

6. All the provisions of this Assignment shall inure to the benefit of Kingman and its successors, assigns and representatives and shall be binding on Company and its successors, assigns, and representatives.
7. Exhibits A, B, and C are expressly made a part of this Assignment, and are incorporated herein by reference.

IN TESTIMONY WHEREOF, Company has executed this Assignment as of the date first written above.

McKEE FOODS CORPORATION

By: Joe W. Davis, Jr.
Joe W. Davis, Jr.
Vice President & General Counsel

State of Tennessee)
)
County of Hamilton)

Before me, a Notary Public of the state and county aforesaid, personally appeared Joe W. Davis, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President & General Counsel of McKee Foods Corporation, the within named Company, a corporation, and that he as such Vice President & General Counsel, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President & General Counsel.

WITNESS my hand and seal, at office in Collegedale, Tennessee, this 19 day of June, 2002.

Debbie Brinkman Whitted
Notary Public

My commission expires: 3/4/03

EXHIBIT A

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EXHIBIT C

Country
US

Trademark
Hexagonal Configuration of a Snack Cake