

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jays Foods, LLC | | 04/20/2004 | CORPORATION: DELAWARE |

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|----------------------|------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Jays Foods Acquisition, Inc. |
| Street Address: | 30 South Wacker Drive |
| Internal Address: | Suite 3300 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 2774360 | JAYS ZESTIDOS |
| Registration Number: | 2717893 | BUTTER TWIRLS |
| Registration Number: | 0711947 | JAYS |
| Registration Number: | 1177497 | KRISPY CRUNCH |
| Registration Number: | 0750245 | CAN'T STOP EATING 'EM |
| Registration Number: | 2564429 | CAN'T STOP DIPPING 'EM |
| Registration Number: | 2319866 | E-Z DIPPIN'S |
| Registration Number: | 1813933 | HOT STUFF |
| Registration Number: | 1465704 | KRUNCHERS! NO MORE WIMPY CHIPS! |
| Registration Number: | 0962174 | BIG "J" |
| Registration Number: | 2097218 | O-KE-DOKE |
| Registration Number: | 1482531 | |
| Registration Number: | 0834842 | CHEEZELETS |
| Registration Number: | 1030200 | O-KE-DOKE |

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| Registration Number: | 1433103 | |
| Registration Number: | 2706411 | JAYS ZESTIDOS CAN'T STOP DIPPING 'EM |
| Registration Number: | 1482529 | GEISER'S |
| Registration Number: | 2706410 | JAYS ZESTIDOS CAN'T STOP DIPPING 'EM |
| Registration Number: | 1553872 | KRUNCHERS! |
| Registration Number: | 1191780 | HOTSTUFF |
| Registration Number: | 2730002 | JAYS ZESTIDOS |
| Registration Number: | 1896346 | CRANE |
| Registration Number: | 0711948 | JAYS |
| Registration Number: | 2822093 | JAYS ZESTIDOS |
| Serial Number: | 76337421 | JAYS ZESTIDOS |

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com
Correspondent Name: Michael G. Fatall
Address Line 1: 200 East Randolph Drive
Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | JAYS - 35040-93 |
| NAME OF SUBMITTER: | Christine A. Casey |

Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 20, 2004 ("Effective Date") by and between JAYS FOODS, LLC, a Delaware limited liability corporation, with its principal office at 825 East 99th Street, Chicago, Illinois 60628 ("Assignor"), and JAYS FOODS ACQUISITION, INC., a Delaware corporation, with its principal office at 30 South Wacker Drive, Suite 3300, Chicago, Illinois 60606 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 5, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Illinois and Michigan state trademark registrations set forth on Schedule C attached hereto, and the trade names and assumed names set forth on Schedule D attached hereto in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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 Marks, 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.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any state or applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the

preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

JAYS FOODS LLC

By: Thomas A. Zwart

Name: Thomas A Zwart

Title: President

JAYS FOODS ACQUISITION, INC.

By: Robert C Froetscher

Name: Robert C Froetscher

Title: President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

| Trademark No. | Registration Date | Mark |
|----------------------|--------------------------|--------------------------------------|
| 2774360 | 10/21/2003 | JAYS ZESTIDOS |
| 2717893 | 5/20/2003 | BUTTER TWIRLS |
| 0711947 | 2/28/1961 | JAYS |
| 1177497 | 11/10/1981 | KRISPY KRUNCH |
| 0750245 | 5/28/1963 | CAN'T STOP EATING 'EM |
| 2564429 | 4/23/2002 | CAN'T STOP DIPPING 'EM |
| 2319866 | 2/15/2000 | E-Z DIPPIN'S |
| 1813933 | 12/28/1993 | HOT STUFF |
| 1465704 | 11/17/1987 | KRUNCHERS! NO MORE WIMPY CHIPS! |
| 0962174 | 6/26/1973 | BIG "J" |
| 2097218 | 9/16/1997 | O-KE-DOKE |
| 1482531 | 3/29/1988 | Design Mark |
| 0834842 | 9/5/1967 | CHEEZELETS |
| 1030200 | 1/13/1976 | O-KE-DOKE |
| 1433103 | 3/17/1987 | Design Mark |
| 2706411 | 4/15/2003 | JAYS ZESTIDOS CAN'T STOP DIPPING 'EM |
| 1482529 | 3/29/1988 | GEISER'S |
| 2706410 | 11/13/2001 | JAYS ZESTIDOS CAN'T STOP DIPPING 'EM |
| 1553872 | 8/29/1989 | KRUNCHERS! |
| 1191780 | 3/9/1982 | HOT STUFF |
| 2730002 | 6/24/2003 | JAYS ZESTIDOS |
| 1896346 | 5/30/1995 | CRANE |
| 0711948 | 2/28/1961 | JAYS and Design |
| 2822093 | 3/16/2004 | JAYS ZESTIDOS |

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

| Application No. | Application Date | Mark |
|------------------------|-------------------------|---------------|
| 76337421 | 11/13/2001 | JAYS ZESTIDOS |

SCHEDULE C

STATE TRADEMARK REGISTRATIONS

| State | Registration No. | Registration Date | Mark |
|--------------|-------------------------|--------------------------|---------------------------|
| Illinois | 19112 | 5/21/1942 | JAYS |
| Michigan | M-12017 | 8/20/1951 | JAYS |
| Michigan | M-11017 | 8/20/1951 | JAYS - A PIP OF A CHIP |

SCHEDULE D

TRADENAMES

| Trade Name | SIC Code | Description |
|-------------------|--|---------------------------------|
| CHEEZELETS | 2096 - Potato chips and similar snacks | Potato chips and similar snacks |
| E-Z DIPPINS | 2096 - Potato chips and similar snacks | Potato chips and similar snacks |
| JAYS | 2096 - Potato chips and similar snacks | Potato chips and similar snacks |
| OKE DOKE | 2096 - Potato chips and similar snacks | Potato chips and similar snacks |