

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
Bread Enterprises		09/18/2008	PARTNERSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bread Enterprises II		
Street Address:	P.O. Box 676325		
City:	Rancho Santa Fe		
State/Country:	CALIFORNIA		
Postal Code:	92067		
Entity Type:	PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2096231	BREAD	
CORRESPONDENCE DATA			
Fax Number:	(213)687-0498		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213 443-2563		
Email:	msanchez@cblh.com		
Correspondent Name:	Billy A. Robbins		
Address Line 1:	333 S. Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	70246-00001		
NAME OF SUBMITTER:	Billy A. Robbins		
Signature:	/Billy A. Robbins/		
Date:	11/24/2008		

CH \$40.00 2096231

Total Attachments: 3

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**ASSIGNMENT
(U.S. and Foreign Trademarks)**

WHEREAS, Bread Enterprises, a partnership having its principal place of business at P.O. Box 676325, Rancho Santa Fe, California, 92067 (hereinafter referred to as Assignor), has adopted and is using the Mark and owns the registrations therefor set forth in SCHEDULE A; and

WHEREAS, Bread Enterprises II, a partnership consisting of David A. Gates and Martha Lorelle Rodgers Griffin organized under and pursuant to the laws of California having its principal place of business at P.O. Box 676325 Rancho Santa Fe California, 92067 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

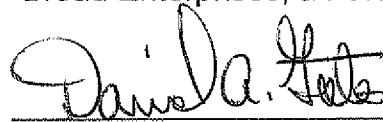
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Mark and all of its right, title, and interest in and to said Mark set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Mark and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Mark and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which the aforesaid Mark is registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same

are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

Bread Enterprises, a Partnership



By: David A. Gates
Title: Partner

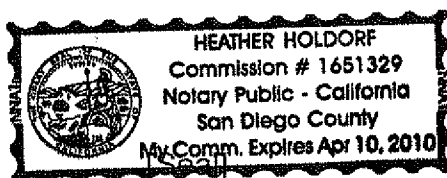
UNITED STATES OF AMERICA

STATE OF California)

COUNTY OF San Diego) ss:

On 9/18/08 before me, Heather Holdorf personally appeared **David A. Gates** and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature: Heather Holdorf

SCHEDULE A
REGISTRATIONS

MARK: BREAD

Registration No.	Date Registered	Serial No.	Filing Date	Country
2,096,231	September 16, 1997	74/484,951	January 31 1994	USA
000227371	January 27, 1999	227,371	April 15, 1996	CTM